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Current Topics.

An Appeal to Suitors.

ON WEDNESDAY last, before the commencement of the ordinary business of the court, Mr. Justice BUCKLEY made the following statement: "I desire to call the attention of the suitors to the fact that any action which is forthwith set down for trial before me may now be tried very quickly, probably early next week. I shall be ready to try any such actions upon the expiration of the notice of trial, or with the consent of the parties, even earlier. In default of work of my own, I shall shortly offer my services in aid of King's Bench Division, and when I take up that work I shall, according to my ordinary practice, continue it (except under exceptional circumstances) until I have cleared the list which I take over. From information which has reached me I have reason to believe that there are Chancery actions, some of them of weight and importance, which are ready or may be made ready for trial, but which have not been set down. In case any such are set down during the present week, I will take care that they shall not be postponed to any work which I take over from the King's Bench Division. It is for the suitors to say whether they will avail themselves of this or not."

The Duty of County Court Judges to Take Notes.

IN A CASE last week the Master of the Rolls made some strong observations upon the duty of county court judges to take notes of the cases under the Workmen's Compensation Act which come before them. It is well known that in some county courts the press of work is very great, and for the sake of expedition the judge may think that a particular case is so much a question of fact that it is not necessary to occupy time by taking a note of the evidence and the points raised. Inasmuch, however, as any of these cases may be taken to the Court of Appeal, and as it is obviously impossible for that court to say whether the question is solely one of fact for the county court judge or involves a point of law for the decision of the Court of Appeal, and if the latter what the point of law is, unless it has the notes of the evidence, it is as well to remind county court judges of the view of their duty in this respect taken by the Court of Appeal. Rule 35 of

the Rules under the Workmen's Compensation Acts provides that at the hearing of any arbitration the judge "at the request of any party" shall make a note of any question it has raised, and of the facts in evidence in relation thereto. Also section 120 of the County Courts Acts, 1888, contains a similar provision, that in a case where there is a right of appeal the judge shall make a note "at the request of any party." If such request is not made, it seems a little hard to blame the judge for not making a note.

The Public Trustee Bill and Bankers.

We have had the opportunity of seeing a letter on the Public Trustee and Executor Bill which has been addressed by the manager of the Manchester and Liverpool District Banking Co. (Limited) to members of Parliament. The letter states very clearly the objections to the Bill from the bankers' point of view. The accounts of trustees and executors form a considerable portion of the accounts kept with banks, and the effect of placing trusts under the control of a public official will be that these accounts will be transferred to the Bank of England. This involves not only an interference with the ordinary course of business, but is detrimental to the interests of the beneficiaries. "It is most natural," says the letter, "that the banker, who has had friendly relationships with the testator, and has intimate knowledge of his affairs, should continue those relationships to his trustees or executors; it is in his power to be of service by his advice, and often by the advance of the funds needed for the payment of duties." The objections as regards banks are, indeed, practically the same as those which are made as regards solicitors. The Bill proposes to take the management of private affairs out of the hands of the trusted advisers of the persons interested in the estate, and to hand them over to the impersonal administration of a public office. The promoters of the Bill did not venture to push their scheme to its extreme lengths, and they inserted a clause under which the appointment of the public trustee would not necessarily have interfered with the employment of particular banks, and particular solicitors and other professional men; but this was, as is well known, struck out by the Standing Committee on Law. The fact is, as we have before insisted, that the Bill in its present form goes far beyond what is required for the attainment of the objects which its promoters have in view. The least that can be done is to reinsert—as the letter in question suggests—the original clause with reference to the employment of bankers and solicitors, and we believe that Sir Henry Fowler has already given notice of an amendment to this effect. This alteration, however, would go but a little way to remove the numerous objections to which the Bill is open.

Appropriation of Payment.

A very singular instance of the rule which entitles a creditor, receiving payment of part of his debt, to appropriate the amount as he pleases, occurred in the recent case of *Seymour* v. *Pickett* (1905, 1 K. B. 714). The rule was stated recently by Lord Macnaghten in *The Mecca* (45 W. R. 667; 1897, A. C. 286): "When a debtor is making a payment to his creditor he may appropriate the money as he pleases, and the creditor must apply it accordingly. If the debtor does not make any appropriation at the time when he makes the payment, the right of application devolves on the creditor." And after pointing out that formerly it was considered that the election must be made "within a reasonable time," Lord Macnaghten said: "But it has long been held, and is now quite settled, that the creditor has the right of election 'up to the very last moment.'" In the present case it was held that the rule allowed the creditor to make his election when he was giving evidence as a witness in an action brought by him against the debtor. The plaintiff, who was an unregistered dentist, and so debarred by the Dentists Act, 1878 (41 & 42 Vict. c. 33), from suing for fees, had done work for and supplied materials to the defendant to the extent of £45. The defendant gave in payment two cheques for £20 and £25. The former was paid; the latter, which was post-dated, was not paid, and the action was brought upon it. *Primâ facie* the plaintiff could not recover the money due to him and so could not sue on the cheque, but the distinction made in *Hennan & Co.* v. *Duckworth* (20 T. L. R. 46) between dentists' fees and dentists' charges for materials supplied was followed in the present case, and as the materials were assessed at £21, this apportioned the £45 into two parts—£21 for which the plaintiff could sue, and £24 for which he could not. In the witness-box he claimed to appropriate the £20 received on the first cheque to the £24, leaving £4 due on this head, which he waived. Hence, if the appropriation was effectual, he was entitled to sue for the remaining £21. The Court of Appeal held that the words "up to the very last moment" in Lord Macnaghten's *dictum* included the appearance of the plaintiff in the witness-box, and he was entitled, therefore, to make the appropriation.

The Workmen's Compensation Act.

Two decisions of importance have been given in the last few days by the Court of Appeal on the Workmen's Compensation Acts. The old question, what is an accident arising out of the employment? was raised again in *Wilkes* v. *Dowell* (reported elsewhere), and was decided in favour of the injured workman. He was asisting in unloading a ship at a wharf, and was in the course of his employment standing close to the opening to the hold, when he was seized with an epileptic fit and fell into the hold, receiving the injuries for which compensation was claimed. It is obvious that the real cause of the injury was disease, which had nothing to do with any risk of the employment. Can it, therefore, be said to have been an accident or to have arisen out of the employment? On the other hand, the workman was standing in a dangerous place in the course of his employment, and if he had not been standing there he would not have been hurt; so that, although his falling was not an accident, his falling into the hold was an accident. The insurance case of *Laurence* v. *Accident Insurance Co.* (7 Q. B. D. 216) was a similar case. There a person who was insured against death by accident was standing on a railway platform waiting for a train, when he was seized with a fit and fell on to the line and was run over and killed. It was held that his death was accidental; and in the recent case the court held that the injuries to the workman were caused by an accident, and that the accident arose out of his employment. In another case of *Sharp* v. *Johnson*, a workman whose work commenced at 6.30 a.m., and who came from his home by train, used to arrive some twenty minutes before work commenced, because of the railway arrangements, as also did a number of his fellow workmen. Each man on arrival was obliged to deposit a brass disc or ticket at the office near the entrance of the premises. The men obliged to arrive early were allowed the use of a room where they could breakfast while waiting till the works were open. The appellant was just about to hand in his ticket at 6.10 one morning when he fell into a hole which had recently been dug near the entrance and was injured. The court held, overruling the county court judge, that the accident did arise out of, and in the course of, the appellant's employment, on the ground that a reasonable margin must be allowed to enable a workman to get to his place of actual work on the premises. If during that time he was engaged on anything for the benefit of his employer as well as of himself, that was in the course of his employment. There have been several cases in which men going to their work and meeting with an accident on the employer's premises have been held entitled to compensation; and in *Blouett* v. *Sawyer* (1904, 1 K. B. 271) a man was held to be entitled to compensation who was injured while eating his dinner in the dinner-hour, during which he need not have been on the premises and for which he was not paid. In each case it appears that, in the opinion of the court, the man who was dining or about to breakfast was feeding himself for the employer's benefit as well as for his own.

Corporations and Exemption from Income Tax.

The pleasures of spring have been fully set forth by the poets, but in England it is the season of east winds and income tax. The Income Tax Acts are rather dreary reading, and decisions upon their construction have only a languid interest for students of the Law Reports, but the case of *Mylam* v. *Market Harborough Advertiser Co.* (1905, 1 K. B. 708) has some features of novelty. The effect of this decision is that a limited company, registered under the Companies Acts, is not exempt from liability to the

payment of income tax by reason merely of its income not exceeding £160 a year. It was argued by the Crown that a body corporate was not a "person" within the meaning of section 163 of the Income Tax Act, 1842, which specifies the limit of total exemption in the case of "persons" charged or chargeable to the duties granted by the Act. But the learned judge by whom the decision was given (PHILLIMORE, J.) did not base his judgment on the ground that the word "person" necessarily excluded a corporation, and declined to express any opinion on that point. The reason for the decision was found in the fact that, under section 54, an incorporated body must make a return of an estimate of its profits or gains together with a declaration of the manner in which the profits are estimated; the estimate must be made before payment of any dividend, and when the dividend is paid, the shareholders are to allow out of their dividends a proportionate reduction in respect of the duty charged. The company were bound to make the statutory return of their profits before payment of any dividend, and in paying the dividends they were entitled to deduct from the dividend of each shareholder the proper proportion of income tax chargeable to him. There was therefore no ground for holding that the company was entitled to exemption. The learned judge added that the company lost nothing by this decision or by paying the income tax, because it deducted the amount of the income tax from the dividends before paying them to the shareholders, and equally the shareholders lost nothing, because if any shareholder was entitled to exemption there was a well-known procedure by which he could obtain repayment of the amount of income tax deducted. We take leave to doubt whether this procedure is well known, and from all we can hear the difficulty of obtaining repayment is so great that many persons submit to the loss of the money which they have paid rather than face the trouble and delay which they have to undergo in substantiating their claim. But in the case under consideration there seems to be nothing to support the right to exemption.

Sentimental Damages.

AN ACTION recently tried in the City of London Court furnished an example of those breaches of contract for which it is difficult to assess compensation in money, though they have undoubtedly been attended by annoyance and inconvenience. The action was against the well-known tourist agents, Messrs. THOMAS COOK & Co. The plaintiff had bought from them a return ticket from London *viâ* the United States to Japan. Coupons were attached to the tickets, which were exchanged at the different termini for steamer or railway tickets. On the return journey, he handed all his baggage at San Francisco to one of the defendants' servants, for them to place on board the steamer at New York in his own particular state-room. He paid the defendants for that service, and they assured him on his arrival in New York some days later that his baggage was on board, and that it would be handed to him as soon as the steamer was under way. When the steamer started, he found that his baggage was not on board, and he had to cross the Atlantic with nothing but a tooth-brush and a sponge. He could scarcely present himself at the dinner table, and he had to borrow a collar of the purser. He recovered his baggage after his arrival in Liverpool, and the damages for which he brought his action were the price of clothes which he had to buy in Liverpool. There could be no difficulty about this head of damages, but let us suppose that the plaintiff had found his luggage immediately on his arrival at Liverpool and that it had been unnecessary to buy clothing to replace that which had been mislaid. Could the annoyance which the plaintiff suffered during the voyage be the ground of a claim for substantial damages? Many persons who have left London by railway for a visit to friends during the Christmas holidays have found at the end of their journey that their luggage had not been placed in the van, and have, in consequence, been exposed to so much discomfort that it has seriously interfered with the pleasure of their visit. But could they claim substantial damages for the breach by the company of their contract? Could their discomfort be measured in money? We remember to have heard of a case where the wine for a splendid banquet in the country had been purchased in London and had been despatched by railway. But it did not arrive in time, and the depression of the guests can readily be imagined. But Englishmen who hold that alcohol in any form is a poison would say that, though there might be a breach of contract, there was no real damage, and in any case it is difficult to ascertain the principle on which damages could be assessed. Does the rule *de minimis non curat lex* apply to such cases? Are there to be no damages for mere vexation and disappointment? We cannot find that there is much authority on the subject. The reason may be that the claim would usually be a modest one, and would therefore not be investigated in the superior courts. And in many cases where the breach of contract could not be disputed the party in default might think it expedient, without admitting liability, to offer some solatium for the annoyance which had been sustained.

Taking Mortgage Accounts With Rests.

THE TWO recent cases of *Wrigley* v. *Gill* (53 W. R. 334; 1905, 1 Ch. 241) and *Ainsworth* v. *Wilding* (53 W. R. 281; 1905, 1 Ch. 435) deal with a point of some importance in the taking of an account against a mortgagee in possession. In the ordinary course the account of rents and profits runs on quite separately from the account of the principal and interest due under the mortgage, so that it is not till the close of the account that the mortgagor is credited with the receipts on account of rents and profits. These then go in discharge of the accumulated interest, and the balance is applied in reduction of the principal. But where the receipts from time to time on account of rents and profits are substantially in excess of the interest due, this process gives an unfair advantage to the mortgagee, and under such circumstances, provided interest was not in arrear when the mortgagee entered into possession, the account may be directed to be taken with annual or other rests, so that at each rest a balance is struck on the interest and rents and profits account, and the surplus at once carried to the credit of principal. How, then, is the taking of the accounts affected by the sale of part of the mortgaged property? The natural course is to apply the proceeds first in payment of any balance of interest then due after giving the mortgagor credit for rents and profits received, and apply the surplus in reduction of the principal. And this requires, of course, that a rest must then be made in the account of rents and profits. The account was treated in this manner by ROMILLY, M.R., in *Thompson* v. *Hudson* (L. R. 10 Eq. 497). A sum of £21,600 had been received from a sale of part of the mortgaged property. There was due a balance of about £1,000 on account of interest over and above receipts. This sum was first paid out of the £21,600, and the surplus carried at once to credit of principal, so that the interest then ran upon the reduced mortgage debt. It is not an unnatural deduction from this case that, as above suggested, any receipt on account of sales should be accompanied by a rest in the account, but in both the above cases this rule has been rejected. The mere fact that a sale has taken place of part of the property does not entitle the mortgagor to a rest in the rents and profits account. Apparently the proceeds of sale are to be applied, first in payment of interest due without making allowances for any rents and profits received, and then the surplus is to be credited to principal. This, however, is too favourable to the mortgagee, and it may lead to his being allowed to retain in his own hands a considerable balance of rents and profits. We are not sure that this point was appreciated in *Wrigley* v. *Gill* and *Ainsworth* v. *Wilding*.

Unregistered Interests in Ships.

WE PRINT elsewhere a letter from Mr. J. E. HOGG supplying an omission which we made last week in our notice of his work on the Australian Torrens system. We questioned the accuracy of describing "the policy of the Shipping Acts" as being the recognition only of "a single registered estate," and did not notice that Mr. HOGG had pointed out in a note that the analogy applies only to the old Shipping Acts prior to 1862. The fact that the Shipping Acts have undergone so vital a change in regard to registration is not without importance in relation to registration of title to land. The Ship Registry Act, 1845, provided that bills of sale of ships were not effectual till registered, and that a transfer in any other way was not to be "effectual for any purpose whatever, either in

law or in equity." The Merchant Shipping Act, 1854, continued the provisions as to registration, but omitted the declaration that unregistered instruments were to be void. It was decided by *Liverpool Borough Bank* v. *Turner* (2 D. F. & J. 502) that this omission did not reverse the policy of the earlier Act, and that an unregistered instrument created no equitable interest. But the result was too inconvenient to be acquiesced in, and equitable interests in shipping were recognized by section 3 of the Merchant Shipping Act Amendment Act, 1862, which is re-enacted by section 57 of the Merchant Shipping Act, 1894. It was decided by *Black* v. *Williams* (43 W. R. 346; 1895, 1 Ch. 408) that the register is decisive as to priorities, and that a registered mortgagee does not lose his priority by notice of an earlier unregistered charge; but, subject to the register, other instruments are allowed their proper effect. It is thus clear that no attempt to confine interests in land to those which appear in the register could succeed. If this has been found impracticable in the case of shipping, it certainly could not be put into operation as regards land, where the creation of equitable interests is far more prevalent.

Aiding in the Fraudulent Removal of Goods to Avoid a Distress.

A COMPLAINT of a somewhat unusual nature was heard this week by the magistrate at the Lambeth police-court. It is well known that fraudulent removal of goods in order to avoid distress is a common occurrence in London and in other large places, and occasionally proceedings are taken against the tenant so acting. But such tenants, as a rule, could not effect their purpose without the assistance of some person who supplies the necessary vehicle of removal, and it is very rare for proceedings to be taken against him. Of course, it would in some cases be difficult to saddle him with notice of the fraudulent object of the removal; but as these flittings are often by moonlight, or, better still, at a time of night when there is no moon, a presumption of knowledge would in such cases easily be raised. The Act under which proceedings may be taken is the Distress for Rent Act, 1737. It provides that any tenant fraudulently carrying off or concealing his goods, or any person wilfully and knowingly aiding the tenant in the fraudulent removal or concealment of goods, to prevent the landlord from distraining for rent then due, shall forfeit double the value of the goods so removed or concealed. Where the value of the goods is over £50, their double value can apparently only be recovered by action, but where the value does not exceed £50 it can be recovered on complaint to a court of summary jurisdiction. In the recent case summary proceedings were taken against the person assisting in the removal and an order was made for a penalty. The precedent may be found useful to other landlords who have tenants in like case offending.

"Finding is Keeping."

THE ANCIENT proverb "finding is keeping" appears to be founded upon an erroneous view of the English law, and we can only hope that those who handled the coins said to have been recently discovered in Kensington may not find it necessary to make their appearance before a police magistrate. Gold coin buried in the ground, and of which the ownership cannot be traced, may undoubtedly be claimed by the Crown as treasure trove, and if any stranger, with full knowledge of all the circumstances under which the coin was discovered, appropriates it to his own use, he runs the risk of being convicted of larceny. The story of what occurred at Kensington is certainly a singular one. During the demolition of some houses near the Underground Railway station, High-street, Kensington, an earthenware teapot is said to have been discovered containing a number of what looked like discs or tokens. These were thrown on to a rubbish heap and were picked up by labourers, one of whom is said to have offered seventeen to a publican for a quart of ale but to have been unable to conclude any agreement. Finally a jeweller, to whom one of the coins was shewn, is said to have pronounced it to be a spade guinea. Spade guineas are in good request and, to the best of our belief, command a premium of some 50 per cent. on their nominal value. We are, therefore, not surprised to hear that the authorities of Scotland-yard have ordered inquiries to be made as to the manner in which the coins were disposed of. If discoveries of hidden treasure were more frequent than they appear to be, it might be expedient to give public notice at the police-stations and elsewhere of the law upon the subject and to offer some small reward to those who should place the treasure in the hands of the proper authorities.

Service of Amended Writ.

IF any hopes were entertained that a troublesome question of practice would be decided one way or the other by the Court of Appeal in *Jamaica Railway Co.* v. *Colonial Bank* (W. N. 1905, 58), they were doomed to disappointment. The question was whether an amended writ of summons is a document which, where a defendant has failed to appear to the original writ, requires to be personally served on him; or one which may be served on him by filing it in default under ord. 19, r. 10, or ord. 67, r. 4, of the Rules of the Supreme Court.

At first sight, this may appear to be a question of no great difficulty, but it has in fact for many years maintained a pendulum movement from one to the other of the two possible answers. A third alternative has now been found by the Court of Appeal, which has decided that in some cases an amended writ requires personal service, and in some cases may be served by filing in default. The question is one of great practical importance, which calls so urgently for a clear definition of practice one way or the other, either by the court or the Rule Committee, that we make no apology for dealing with it at some length.

Prior to the formation of the Central Office, two different practices prevailed. In the Chancery Division an amended writ of summons could be served on a defendant who had been personally served with the original writ and failed to appear, by filing it in default against him under ord. 67, r. 4. That rule seems by its terms to clearly uphold this practice. It provides that where no appearance has been entered for a party, all writs, notices, &c., not requiring personal service may be served by filing in default. The word "writs" appears to include an amended writ of summons, which, where a defendant has appeared by solicitor, is served on his solicitor. It is not, therefore, a document which in ordinary practice requires personal service.

In the common law divisions, however, wherever a writ of summons was amended and a defendant to the action had failed to appear, no proceeding in default of appearance was permitted until the defendant had been personally served with the amended writ and had again failed to appear. Ord. 67, r. 4, was not considered applicable to an amended writ of summons, which was regarded as outside the rule.

Here, then, was a direct conflict between the practice on the Chancery side and that on the common law side. The reason is easy to explain. In ordinary Chancery actions service of an amended writ entailed no immediate consequences. It was a mere step in the action towards a full consideration by the court of the just interests of all the parties, whether they had appeared or not. No injustice, therefore, could ensue from permitting an amended writ of summons to be served by filing under ord. 67, r. 4.

In the common law divisions the position was entirely different. They were entering judgments in default of appearance at the rate of from 18,000 to 20,000 per annum, including those entered in the district registries, which rate has been fully maintained, as may be seen by reference to the judicial statistics. It was not then, nor is it now, an unusual circumstance that a plaintiff desired to amend his writ after he had served it on a defendant who had not entered any appearance. It might be an alteration of the claim, or by striking out or adding a plaintiff or defendant. In either case it might well be an amendment which, if the defendant knew of it, would materially alter his decision not to appear in the action, but to let judgment go against him in default. Now it is obvious on the face of it that filing a document in default against a party does not bring that document to his actual notice. It is a mode of service invented solely to prevent a defendant in default of appearance from stopping the progress of interlocutory proceedings by the mere fact of his default. So long as that purpose is strictly

adhered to, this service by filing in default is a most valuable improvement of procedure, especially in Chancery proceedings. But down to the formation of the Central Office in 1880 it was not considered to apply to common law proceedings. The idea of applying it to an amended writ of summons would have been regarded as an absurdity. And, indeed, it is as impossible now as it was then, for reasons which we will state later on.

This was the position of the question until the fusion of law and equity under the Judicature Acts was applied to the official departments by the amalgamation of the Chancery and Common Law offices of the courts.

It was only natural that the conflicting views held on the Chancery and Common Law sides should, after the departmental amalgamation, have caused uncertainty as to whether ord. 67, r. 4, applied to an amended writ of summons. Until 1891 the common law practice prevailed, and an amended writ of summons was treated as being outside the scope of the rule both in Chancery and Queen's Bench. Then *Re Hartley* (39 W. R. 604; 1891, 2 Ch. 121) was decided. It is unfortunate that the only decisions which have been given on the point have been in Chancery actions, because the bearing of the question on common law actions has never been considered. And yet the decisions are as binding on the practice in King's Bench actions as in Chancery actions. The head-note to the report of *Re Hartley* is as follows: "An amended writ may be delivered (*sic*) to a defendant, who has made default in appearance, by filing it in default at the Central Office, personal service being unnecessary." The use of the word "delivered" in the head-note is accurate, for NORTH, J., regarded service of an amended writ as being regulated by ord. 19, r. 10, which refers to delivery of pleadings. The amendment of the writ in that case was far reaching. The original writ claimed appointment of new trustees of a will and receiver. By amendment the writ became one for administration of the trusts of the will and codicil. It was an alteration of the title of the writ and the claim indorsed, but, nevertheless, service by filing was held sufficient. This decision was never applied to common law actions, as it was felt to be impossible to apply it. Its application to an amended originating summons was shortly afterwards refused by CHITTY, J., in an unreported case of *Fairbairn* v. *Von Dadelsen*, cited in the Annual Practice, 1905, at p. 1027.

We come now to the important decision of the Court of Appeal in *Jamaica Railway Co.* v. *Colonial Bank* (W. N. 1905, 62). It places the question on quite a novel footing. The court took the view that the nature and extent of the amendment was the determining factor. "There is no hard and fast rule that an amended writ must necessarily in every case be re-served personally on a non-appearing defendant. The rules are silent on the subject, and the court clearly has jurisdiction to proceed without requiring personal service. . . . In each case the court has a discretion, and will take care that no injustice shall be done to a non-appearing defendant."

The point was raised in a Chancery action, and was argued and decided in view only of its effect on Chancery proceedings. It does not appear that the effect upon King's Bench actions was taken into consideration. The decision, however, is binding on both sides of the High Court, though it is not easy to see how it is to be applied in the King's Bench Division, or, indeed, in the Chancery Division either, in all cases. In fact, it cannot be applied in King's Bench actions.

The difficulty arises in actions within ord. 13, rr. 2 to 9. Is the practice which has always prevailed hitherto to be abandoned—namely, that no judgment in default of appearance can be signed on an amended writ without its having been personally served on any defendant who has failed to appear to the original writ?

According to the judgment referred to, the answer is to depend on whether the amendment is important in its nature, which is to be determined by the court. The difficulty here is to find a just reason why the court should thus take out of the hands of the absent defendant the right to decide this question himself. When he is served with the original writ he decides to allow judgment to go against him in default, because he is satisfied that as against the writ served on him he has no defence, and prefers to avoid the expense of employing a solicitor by allowing judgment to go by default. This he has a perfect right to do. He may be sued along with another defendant, and may be satisfied to be so sued. If his co-defendant were to be struck out by amendment, he might, if he knew of it, have preferred to appear and apply for leave to serve third party notice for contribution on the person named in the original writ as his co-defendant. Is the plaintiff to be allowed to amend his writ behind the defendant's back by striking out the co-defendant and, without personally serving the defendant again, to take judgment against him, to be immediately followed by execution?

Again, the defendant may allow judgment to go in default because he knows he has no defence to the claim indorsed on the writ. Is the plaintiff to be allowed to alter that claim and, without re-service, to take judgment in default on the altered claim which the defendant has not seen, and which, if he had seen, might have caused him to change his mind and appear? Considering that in the majority of these actions judgment is entered and execution issued at the same time, this seems highly dangerous.

But there is another practical difficulty in applying the decision in *Jamaica Railway Co.* v. *Colonial Bank*. Judgment in default under order 13 is regulated by rules which begin, "Where the writ of summons is indorsed with . . . and the defendant fails to appear thereto, the plaintiff may," &c. When the plaintiff applies for judgment in default on an amended writ which has not been personally served on the defendant, how can the defendant be said to have failed "to appear *thereto*"? As a matter of fact he has not done so, because he can only "fail to appear" to a writ of summons after having been personally served therewith, which is not the case when the amended writ has merely been filed against him in consequence of his non-appearance to the original.

Then, again, what is there to fix the date of the defendant's default of appearance to an amended writ served on him by filing under ord. 19, r. 10, or ord. 67, r. 4? There is no rule which does so, as there is in the case of pleadings under ord. 19, r. 10, for the time for appearance to a writ is fixed by the writ itself, and not by any rule. This is a matter of the greatest importance, for in administering a number of rules working automatically, and allowing judgment immediately on default being made, the two essentials are the service and the time-limit. There must be no blurring of the one or the other. It is essential that the utmost care should be taken that the default should be established beyond the possibility of doubt. This is impossible unless the day when default first occurs is clearly and unmistakeably defined. Under the existing practice there is no doubt on this point, for the defendant in default is again served with the writ as amended, calling on him to appear within eight days, and he has the eight days from such service in which to appear. If he fails to appear, he is in default on the ninth day. We are not aware of any rule or practice which fixes a time when default arises after an amended writ is served by filing in default. In the absence of such a time-fixture there can be no default, and therefore no judgment in default. It may be argued that the filing in default is equivalent to service, and that the citation in the writ calling on the defendant to appear within eight days is binding on him from the day of filing. But in answer to this it may be said that nowhere in our rules or practice is there any single instance where a defendant is called upon to enter appearance to a document citing him to do so, unless such document is personally served on him. If it is intended that he shall be called upon to enter appearance to the amended writ, then he must clearly be served with it personally, or by substituted service. Service by filing cannot justly be held to bind him to enter appearance, with the penalty of immediate judgment in default of his so doing, when it is obvious on the face of it that he has no knowledge of the writ having been amended, nor of its having been technically served on him.

If it is argued that his default of appearance to the original writ has made him liable to judgment, it may be answered that, if so, such judgment ought in justice to be given only on the original writ, to which alone he has made default.

It is clear from the judgment in *Jamaica Railway Co.* v. *Colonial Bank* that the Court of Appeal was dealing only with ordinary Chancery actions in which service of an amended writ

is a mere interlocutory proceeding towards trial, for VAUGHAN WILLIAMS, L.J., specially stated that "If at the trial it should appear that any injustice would be done to the non-appearing defendants by reason of the want of personal service of the amended writ, the judge would still have power to prevent that injustice." The court clearly did not intend its decision to apply to an action in which service of an amended writ could be followed, without any other step, by judgment in default and execution. An authoritative statement to this effect is greatly needed in order to prevent the practice under order 13 from being disturbed either in the King's Bench Division or the Chancery Division. If service of an amended writ is to be allowed in a certain class of cases, it is highly desirable that the dividing line should be clearly and authoritatively drawn, so as to exclude all cases coming under ord. 13, rr. 2 to 9.

Disclaimer of Leaseholds in Bankruptcy.

THE decision of the Court of Appeal (VAUGHAN WILLIAMS and STIRLING, L.JJ., and BARNES, P.) in *Re Carter & Ellis* (*ante*, p. 364; 1905, 1 K. B. 735) settles the construction which is to be placed upon section 13 of the Bankruptcy Act, 1890, in respect of the liability imposed upon a person who takes a vesting order of leaseholds upon disclaimer by the trustee in bankruptcy of the lessee. The trustee's right to disclaim arises under section 55 of the Bankruptcy Act, 1883. That section enacts that where any part of the property of the bankrupt consists of land of any tenure burdened with onerous covenants, the trustee may disclaim the property in writing within a period, originally of three months, and now, under section 13 of the Act of 1890, of twelve months, after his appointment. The disclaimer operates to determine, as from its date, the rights, interests, and liabilities of the bankrupt and his property in or in respect of the property disclaimed, and it also discharges the trustee from all personal liability in respect of the property disclaimed as from the date when the property vested in him. Thus the disclaimer has the effect of cutting out altogether the bankrupt and his estate and his trustee from consideration when the future disposition of the property has to be determined.

It remains, however, to consider what effect this has upon the rights and liabilities of third parties. Under the corresponding provision of section 23 of the Bankruptcy Act, 1869, the lease was deemed to have been surrendered at the date of the disclaimer, but no express provision was made as to the effect on a third party, such as a sub-lessee. If the statutory surrender was treated as actual, it would put an end to the rights of the lessor under the lease; but under 8 & 9 Vict. c. 106, s. 9, his reversion would become the reversion expectant on the sub-lease, and he would have the rights of the bankrupt against the sub-lessee. This view was taken of section 23 in *Smalley* v. *Hardinge* (29 W. R. 554, 7 Q. B. D. 524); but it was held by the Court of Appeal in *Ex parte Walton* (30 W. R. 395, 17 Ch. D. 746) that, since the surrender was merely fictitious, its effect ought to be limited to the object in view—namely, the relief of the bankrupt and his estate and his trustee from liability. Thus, as between the lessor and the sub-lessee, the term remained in existence, and the lessor was able to enforce such rights as did not depend upon privity of contract between himself and the sub-lessee. Therefore he could distrain and he could re-enter for breach of covenant. And this view of the effect of the disclaimer was expressly incorporated in section 55 of the Act of 1883, which provides, by sub-section 2, that the disclaimer shall not, except so far as is necessary for the purpose of releasing the bankrupt and his property and the trustee from liability, affect the rights or liabilities of any other person.

But the state of affairs which thus arises when a trustee in bankruptcy disclaims a lease is not such as can conveniently be allowed to continue, and section 55 went on to provide, by sub-section 6, that an order might be made vesting in some defined person the lease which had been left without an owner. The application for such vesting order may be made by any person either claiming any interest in the disclaimed property or under any liability in respect of it which is not discharged by the Act; and the property may be vested in any person entitled thereto, or to whom it may seem just that it should be delivered by way of compensation for such liability; and the vesting order is made upon any terms that the court thinks fit, subject, however, to the directions contained in the proviso to sub-section 6, as modified by section 13 of the Act of 1890. According to the proviso the vesting order is not to be made in favour of a sub-lessee or mortgagee by demise "except upon terms of making such person subject to the same liabilities and obligations as the bankrupt was subject to under the lease in respect of the property at the date when the bankruptcy petition was filed."

Hence a sub-lessee or mortgagee by sub-demise who takes a vesting order must submit to undertake the liabilities of the bankrupt under the lease, but the proviso did not say whether he stepped altogether into the shoes of the bankrupt, so as to be liable as an original lessee, or whether he would be in the same position as an ordinary assignee, so as to be able to get rid of his liability by a future assignment. This question was raised, but not decided, in *Re Finley* (37 W. R. 6, 21 Q. B. D., p. 487), and its decision became unnecessary by reason of the provision of section 13 of the Act of 1890, that the court may, if it thinks fit, modify the terms prescribed by the proviso in sub-section 6 of section 53 so as to make the person in whose favour the vesting order is made subject only to the same liabilities and obligations as if the lease had been assigned to him at the date when the bankruptcy petition was filed.

The effect of the modification introduced by section 13 of the Act of 1890 was considered by VAUGHAN WILLIAMS, J., in *Re Walker* (64 L. J. Q. B. 783), and the result of that case apparently was that it was only under exceptional circumstances that the sub-lessee would be allowed to take a vesting order as assignee. The difference, as the learned judge pointed out, between his taking as an original lessee and as assignee was that an assignee is only bound by such covenants as run with the land, and only for breaches occurring after the assignment and before the assignee has assigned over; and that the liability of the assignee is a liability by privity of estate, and not a liability in contract. In *Re Walker* there had been breaches of covenant prior to the bankruptcy, so that the lessor had an existing right of re-entry, and VAUGHAN WILLIAMS, J., did not consider that section 13 ought to be applied so as to deprive the lessor of this existing right. He refused, therefore, to put the mortgagees who were taking the vesting order in the position of assignees; but, on the other hand, he required the lessor to consent to accept a surrender of the lease at any time on six months' notice, the mortgagees performing the covenants of the lease up to surrender.

In the present case of *Re Carter & Ellis* (*supra*) there had been no breaches of covenant prior to the bankruptcy, and the sub-lessees, who were mortgagees by demise, contended that they were entitled to a vesting order as assignees. In this contention the Court of Appeal held that they were right. The intention of the Legislature, observed VAUGHAN WILLIAMS, L.J., was, while they were providing for the relief of the trustee from liability in respect of onerous obligations of the bankrupt, including the obligations arising under a lease, to do so with as little disturbance as might be of the rights and liabilities of third persons by reason of the disclaimer; and he considered that to make the mortgagees liable as original lessees would affect their rights and liabilities in a way not "necessary for the purpose of releasing the bankrupt and his property and the trustee from liability."

The question depends, of course, upon the manner in which the vesting order affects the lessors and the mortgagees respectively, and it was a material consideration in *Re Carter & Ellis* that the leases contained no restriction on assignment. Hence, immediately before the bankruptcy, the mortgagees could have taken as assignees without objection on the part of the lessors, and a vesting order in the terms asked for did not confer any undue advantage on the mortgagees at the expense of the lessors; while, on the other hand, they would have been prejudiced had the court required them to assume the position of original lessees. This was a position which had never been contemplated by them when they took the mortgage. In this view STIRLING, L.J., and BARNES, P., concurred. The lessors were, in fact, improving their position by obtaining solvent tenants

instead of insolvent, and they were not entitled also to have the mortgagees burdened with the liability of original lessees. The result appears to be that, in any particular case, the exact position of the lessor and the sub-lessee must be carefully considered, but that there is not so much difficulty in giving effect to section 13 as seemed to be implied by the judgment of VAUGHAN WILLIAMS, J., in *Re Walker* (*supra*). If there are no existing breaches of covenant, and if the leases contain no restriction on assignment, then, apparently, the vesting order should impose on the mortgagee only the liabilities which he would take as an assignee of the lease.

Reviews.

Licensing Law.

THE LAW AND PRACTICE OF LICENSING: BEING A DIGEST OF THE LAW REGULATING THE SALE BY RETAIL OF INTOXICATING LIQUOR, WITH FULL APPENDIX OF STATUTES, RULES, AND FORMS. By GEORGE JOHN TALBOT, Barrister-at-Law. SECOND EDITION. Stevens & Sons; Sweet & Maxwell.

The unfortunate result of the crowd of books which have recently appeared on licensing law is that a really valuable book runs the risk of being overlooked and of never reaching the position to which its merits entitle it. We hope this will not be the fate of Mr. Talbot's work, which contains as reliable a guide to the law on the subject as any book we have seen. It is in the form of a code, which is an excellent form for a book on a subject founded entirely on statute. Each proposition of law is stated with clearness and accuracy, and is followed by explanatory notes and references to statutes and cases. It is not a large book, but it is large enough, and it contains all that the practitioner can reasonably expect to find in a text-book.

THE LICENSING ACT, 1904: WITH AN INTRODUCTION GIVING A SUMMARY OF THE LAW AS TO GRANTS AND TRANSFERS OF LICENCES; THE TEXT OF THE ACT, WITH EXPLANATORY NOTES; THE LICENSING RULES, 1904; AND AN APPENDIX CONTAINING THE CHIEF STATUTORY PROVISIONS RELATING TO GRANTS AND TRANSFERS. By C. A. MONTAGUE BARLOW, Barrister-at-Law, assisted by EDWYN BARCLAY, Director of Barclay, Perkins, & Co. (Limited). Jordan & Sons.

This is another of the many books which have been lately published on this subject, and in its arrangement and contents it resembles some of those which we have noticed in these columns. A book primarily on the 1904 Act cannot be expected to have a long life, as persons will prefer a book dealing comprehensively with the whole subject. Therefore it is not surprising that the authors of such books should have hurried in order that their books should commence their ephemeral existences with as little delay as possible. The authors of the present book, however, have not been in such a hurry, and therefore the workmanship is of a superior order. We are glad to be able to recommend the book, the title of which fully explains its scope, as a useful guide to the Act.

Libel and Slander.

A DIGEST OF THE LAW OF LIBEL AND SLANDER, AND OF ACTIONS ON THE CASE FOR WORDS CAUSING DAMAGE, WITH THE EVIDENCE, PROCEDURE, PRACTICE, AND PRECEDENTS OF PLEADINGS, BOTH IN CIVIL AND CRIMINAL CASES. By W. BLAKE ODGERS, K.C. FOURTH EDITION. By the AUTHOR and J. BROMLEY EAMES, Barrister-at-Law. Stevens & Sons.

Nearly nine years has elapsed since the third edition of this well-known work was published. It cannot be said that in that time the law relating to libel and slander has undergone any remarkable change. Not a single statute has been passed which directly affects the subject, and although there are a good many decisions reported, few of them are of first-rate importance. Probably one of the most interesting and important is *McQuire* v. *Western Morning News Co.* (51 W. R. 689; 1903, 2 K. B. 100), on the difficult question as to what is fair comment on a matter of public interest. The judgment of Collins, M.R., is an extremely valuable exposition of the law relating to newspaper criticism, and is calculated to check vexatious actions. The new edition of the present book has been brought up to date by the incorporation of all reported decisions of any consequence. The arrangement of the chapters has been altered slightly, and a chapter appears with the new title of "Actions on the Case for Words which Cause Damage." This chapter includes, in a new form, the matter which was contained in the chapter called "Trade Libels or Slander of Title." The new title is undoubtedly a better and more accurate one. The portion of the book dealing with civil procedure also has been re-written. In other respects the book presents a familiar appearance and is little changed. It is *the* book on the subject, and contains an immense mass of information on every branch of it. The new edition will no doubt fully maintain the reputation of the work.

Books of the Week.

An Encyclopædia of Forms and Precedents Other Than Court Forms. By Eminent Conveyancing and Commercial Counsel, under the General Editorship of ARTHUR UNDERHILL, M.A., LL.D, Barrister-at-Law, assisted by CHARLES OTTO BLAGDEN, M.A., WILLIAM E. C. BAYNES, M.A., LL.M., VALE NICOLAS, and HORACE FREEMAN, M.A., Barristers-at-Law. Vol. VIII.: Lands and Railways Clauses Acts to Mortgages. Butterworth & Co.

A Treatise on the Law of Partnership. By the Right Honourable Lord LINDLEY, a Lord of Appeal in Ordinary. Seventh Edition. By the Honourable WALTER B. LINDLEY, a Judge of County Courts, and T. J. C. TOMLIN, M.A., B.C.L. (Oxon.), Barrister-at-Law. With an Appendix on the Law of Scotland. By J. CAMPBELL LORIMER, LL.B., K.C. Sweet & Maxwell (Limited.)

An Inquiry Into and an Explanation of Decimal Coinage and the Metric System of Weights and Measures. By EDWYN ANTHONY, M.A., J.P., Barrister-at-Law. Second Edition. George Routledge & Sons (Limited).

The Legal Position of the Clergy. By P. V. SMITH, LL.D., Chancellor of the Diocese of Manchester. Longmans, Green, & Co.

The Law Magazine and Review: A Quarterly Review of Jurisprudence. May, 1905. Jordan & Sons (Limited).

Correspondence.

The Australian Torrens System.

[*To the Editor of the Solicitors' Journal.*]

Sir,—With reference to your notice of the Australian Torrens System in to-day's issue, I should like to be allowed to point out what appears to be a slight oversight on the writer's part, which I should not trouble you with but for the fact that the writer has evidently been at some pains to form an estimate of the book and the Torrens system. It is stated "that this description . . . does not correctly represent the policy of our own Shipping Acts." On turning to note 28 on p. 777, a reference to p. 10 will be found, and I have there expressly pointed out that the courts in South Australia and Queensland seem to have founded their remarks on a case which was decided before the Shipping Act of 1862—*Liverpool Borough Bank* v. *Turner* (1860, 1 J. & H. 159, 2 D. F. & J. 502), distinguished in *Black* v. *Williams* (1895, 1 Ch. 408). In the latter case it is pointed out that before the Act of 1862 "the equitable title could not be dealt with."

JAMES EDWARD HOGG.

8, New-square, Lincoln's-inn, May 6.

[See observations under "Current Topics."—ED. *S.J.*]

Points to be Noted.

Company Law.

Shares—Irregular Allotment—Return of Application Moneys—Company Registered before 1901.—Section 4 of the Companies Act, 1900 (which applies to companies registered before the Act, but inviting the public to subscribe for its shares after the end of 1900), provides that if the *minimum* subscription is not obtained, or the application moneys in respect thereof have not been paid within forty days of the first issue of the prospectus, no allotment is to be made, but all application moneys shall be forthwith repaid, and that in default for forty-eight days from the issue of the prospectus the directors are jointly and severally liable for the amount. By section 5 an allotment in contravention of section 4 is to "be voidable at the instance of the applicant within one month after the holding of the statutory meeting of the company and not later." One would suppose that this section did not apply to companies registered before the 1st of January, 1901, because section 12 only requires the statutory meeting to be held in the case of companies limited by shares and registered on or after that date. A company registered before 1901 for the first time invited the public to subscribe for its shares by issuing a prospectus in 1904. This act brought it within section 4. Application moneys were received, but not for the amount required by section 4, and the directors accordingly

sent round a circular to the subscribers for shares to whom allotments had been made, pointing out that the shares had been inadvertently allotted in contravention of that section, and offering to cancel allotments and return the application moneys. Now it so happened that there was an agreement between the company and another company (the plaintiffs) that the latter should bear the cost of printing and advertising the prospectus in consideration of the company paying them a certain amount, and they brought an action for specific performance of the agreement, and applied for an interim injunction to restrain the company from cancelling the allotments and returning the application moneys. The injunction was refused, it being held (1) that the allotments were not void; (2) that they were voidable; (3) that the time-limit under section 5 did not apply, as the company could not have a statutory meeting; (4) that the contract to take shares remained voidable for an indefinite time unless there was acquiescence; (5) that a "small amount of acquiescence" would suffice to bar the right to rescind. The last proposition probably means that the court would readily infer acquiescence. The time-limit in section 5 clearly does not apply, but section 4 absolutely prohibits allotment in such a case, and where section 5 does not apply it would be a reasonable construction of section 4 to hold that it made the allotment void *ab initio*.—FINANCE AND ISSUE (LIMITED) *v.* CANADIAN PRODUCE CORPORATION (Buckley, J., Aug. 12, 1904) (1905, 1 Ch. 37)

Corporation as Trustees.—The Bodies Corporate (Joint Tenancy) Act, 1899, enables a body corporate to hold property in joint tenancy with an individual, and one is not, therefore, much surprised at a decision that a limited company may be appointed a new trustee of a settlement jointly with a surviving trustee thereof.—RE THOMPSON'S SETTLEMENT TRUSTS (Swinfen Eady, J., Nov. 30, 1904) (1905, 1 Ch. 229).

Cases of the Week.

Court of Appeal.

WILKES *v.* DOWELL & CO. (LIM.). No. 1. 6th May.

MASTER AND SERVANT—ACCIDENTAL INJURIES—"ACCIDENT ARISING OUT OF EMPLOYMENT"—FIT CAUSING FALL—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), s. 1, SUB-SECTION 1.

Appeal from an award of Judge Addison, K.C., sitting at the Greenwich County Court, under the Workmen's Compensation Act, 1897. The applicant was a workman who was employed in unloading coal from a steamer at his employers' wharf. The coal was put into a bucket which was raised from the hold by means of a hydraulic crane. The applicant's duty was to stand on a stage next the opening into the hold and give signals to the man working the crane, and to guide the bucket with a long pole while it was being lowered into the hold. While so engaged the applicant was seized with an epileptic fit and fell into the hold and was injured. It appeared that he had had three epileptic fits on different occasions before the day in question. In proceedings to assess compensation under the Workmen's Compensation Act, 1897, the county court judge said that he was bound by authority to hold that the injuries were not caused by an accident arising out of the employment, and he made an award in favour of the employers. The applicant appealed.

THE COURT (COLLINS, M.R., and MATHEW and COZENS-HARDY, L.JJ.) allowed the appeal.

COLLINS, M.R., said that, in his opinion, the injuries were caused by an "accident." The cases of policies of insurance against accident, *Reynolds* v. *Accident Insurance Co.* (18 W. R. 1141), *Winspear* v. *Accident Insurance Co.* (29 W. R. 116, 6 Q. B. D. 42), and *Lawrence* v. *Accident Insurance Co.* (29 W. R. 802, 7 Q. B. D. 216), shewed that the fall must be looked at as causing the injuries, and not the fit, which was the cause of the fall. As was pointed out by the House of Lords in *Fenton* v. *Thorley & Co.* (52 W. R. 81; 1903, A. C. 443), the word "accident" in the Workmen's Compensation Act had a wider meaning than that word as used in a policy of insurance against accidents, where special stipulations were inserted with the view of excluding liability for injuries arising from disease. If, therefore, the injuries in the present case would be caused by an accident within the meaning of a policy of insurance, *à fortiori* that would be so under the Act. The remaining question was whether the accident arose "out of" the applicant's employment. The applicant was, by the conditions of his employment, bound to stand upon the edge of this hole. When he was seized with a fit he almost necessarily fell down the hole. The injury resulted from the fall which was brought about by the necessity imposed upon him of working next to the opening into the hold. The accident, therefore, arose "out of" his employment, and he was entitled to compensation.

MATHEW, L.J., concurred.

COZENS-HARDY, L.J., concurred. Upon the authorities it was clear that the injuries were caused by an "accident." In his opinion the accident arose "out of" the employment. He could not accept the contention that employers were not responsible for the remote consequences arising from a disability which the workman brought with him to his work. A man suffering from liability to fainting fits, or an old man, would be more likely to meet with an accident than a healthy man or a young man. If in the discharge of his duty the man met with an accident it would none the less arise out of his employment because the remote cause was his physical disability.—COUNSEL, *Overend* and *John Duncan*; *Ruegg*, K.C., and *W. Shakespeare*. SOLICITORS, *Roland H. Ward*; *William Hurd & Son*.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

BACK *v.* DICK, KERR, & CO. (LIM.). No. 1. 4th and 5th May.

MASTER AND SERVANT—ACCIDENT—COMPENSATION—"ENGINEERING WORK"—TRAMWAY BEING LAID HALF-A-MILE FROM STATION—ACCIDENT TO WORKMAN UNLOADING RAILS AT STATION—"ON OR IN OR ABOUT THE WORK"—PHYSICAL AREA OF WORK BEING DONE—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), s. 7, SUB-SECTION 2.

Appeal by the employers from an award made by the county court judge sitting at Exeter. The appellants were contractors who had entered into a contract to take up the old tramway rails in certain streets in Exeter, and to lay down new rails for electric tramcars. The new rails were brought to Exeter by the London and South-Western Railway Co. to their Queen-street Station, and some of them were stored in their goods yard, and were taken directly from there to be laid in the street. Some were stored elsewhere, but there was no provision in the contract as to the place where the rails should be stacked. The applicant was employed in the Queen-street yard assisting to unload rails from a truck and stack them there by means of a hand crane, when he was injured by an accident. At that time the only work commenced under the contract was the taking up of the old rails in the street on the St. David's Station side of the Clock Tower, about 700 yards away. In proceedings to assess compensation under the Act of 1897 it was admitted by the respondents that the tramway was a "railroad" within the definition of "engineering work" in section 7, sub-section 2, of the Act as laid down in *Fletcher* v. *London United Tramways (Limited)* (1902, 2 K. B. 269), but the point was taken that at the time of the accident the applicant was not employed "on or in or about engineering work"; engineering work being defined as "any work of construction or alteration or repair of a railroad . . ." The county court judge (his Honour Judge Lush Wilson, K.C.) held that it would be impossible to restrict the meaning of the words "engineering work" to the limited meaning contended for by the contractors, although the words in the section imported definite locality as meaning the thing on which the labour was bestowed. In his opinion the words "on or in or about engineering work" included any portion of the selected area upon which the essential operations were conducted. He found that the site upon which the rails were stacked in the yard was "on or in or about" the engineering work at which the applicant was employed, and he made an award in his favour accordingly. Hence the appeal by the contractors.

COLLINS, M.R., in giving judgment, said the place where the accident happened was in the yard belonging to the railway company, distant some 700 yards from where the actual work of constructing the new tramway was going on, and in his opinion the judge was wrong in holding that the applicant when assisting to unload the rails at the railway station was engaged upon "engineering work" as defined by the Act. The authorities shewed that the courts regarded the definition in section 7 as denoting a physical locality where labour of a certain class—the construction, alteration, or repair of a railroad—was being done, and to come within the Act the workman must be employed on or in or about that physical area. He thought that the station yard was not within that area. It was not correct to say that any piece of land on which any incidental, though perhaps essential, work was done was, as a matter of law, part of the physical area of the engineering work. The judge had therefore misdirected himself in arriving at the conclusion that the station yard was part of the locality of the engineering work, and his decision must be reversed.

MATHEW and COZENS-HARDY, L.JJ., gave judgment to a like effect. Appeal allowed.—COUNSEL, *Shakespeare*; *Gutteridge*. SOLICITORS, *Hurd & Son*, for *Ford, Harris, & Ford*, Exeter; *Baylis, Pearce, & Co.*, for *Dunn & Baker*, Exeter.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

CHALLIS *v.* LONDON AND SOUTH-WESTERN RAILWAY CO. No. 1. 5th May.

MASTER AND SERVANT—COMPENSATION FOR INJURY BY ACCIDENT—ENGINE-DRIVER—ACCIDENT ARISING OUT OF AND IN THE COURSE OF EMPLOYMENT—STONE-THROWING AT TRAINS—"RISK" ATTACHING TO EMPLOYMENT—WORKMEN'S COMPENSATION ACT, 1897, s. 1, SUB-SECTION 1.

This was an appeal from an award made under the Workmen's Compensation Act by the county court judge sitting at Basingstoke in favour of the respondents. The applicants for compensation were the widow and children of an engine-driver in the employ of the London and South-Western Railway Co., who died on the 7th of March, 1904, in consequence, as it was alleged, of accidental injuries sustained by him on the 5th of November, 1903. On the day of the accident Challis was driving the engine of an express train from Basingstoke to Waterloo. As the train was passing under Merton-road Bridge, at the rate of fifty miles an hour, something that was thrown or fell from the bridge struck one of the eye-glasses in the cab of the engine, and some pieces of the shattered glass flew into the deceased man's eye, his face was cut, and he suffered a severe shock. He, however, was able to keep on driving the train, and it was not until he reached Waterloo that his injuries were attended to. The county court judge found that the injury was caused by a stone intentionally dropped by some boys from the bridge on to the engine, and he held that this act being a wilful and intentional act, the injury could not be said to have been caused by accident arising out of the deceased man's employment within the meaning of section 1, sub-section 1, of the Act. On this ground, and without deciding whether the death of the deceased man was the result of the injury, he gave judgment for the respondents. The applicants appealed.

THE COURT allowed the appeal.

COLLINS, M.R., in giving judgment, said it was a matter of common knowledge that a train in motion was an object of attraction for boys, and the offence of throwing stones at a train was made a felony by Acts of Parliament. This danger to which an engine-driver was exposed was a "risk" incidental to his employment. Therefore, although the word "risk" did not occur in the Act, stone-throwing at trains was nevertheless an incident which rendered the employers liable under the Act. The decision in *Armitage* v. *Lancashire and Yorkshire Railway Co.* (1902, 2 K. B. 178) was distinctly in favour of this view, as here the act was not the tortious act of a fellow workman which had no relation to their common employment. Clerk, L.J., in *Falconer* v. *London and Glasgow Engineering Co.* (3 Fraser 564) said: "It was as against accidents incidental to the special employment that the benefit of the statute was given." The county court judge had not decided whether the accident was the *causa causans* of the man's death. Therefore, all they could do was to send the case back with an intimation that, in the opinion of the court, the accident arose under circumstances that would give the widow and children a right to compensation if, at the hearing, it was shewn that the death of her husband was attributable to the accident.

MATHEW and COZENS-HARDY, L.JJ., gave judgment to the same effect. Case remitted accordingly.—COUNSEL, *Ruegg*, K.C., and *Compston*; *C. A. Russell*, K.C., and *J. A. Simon*. SOLICITORS, *Oscar Edmonds*, for *Ford & Warren*, Leeds; *Bircham & Co.*

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

Re NORTH OF ENGLAND STEAMSHIP CO. (LIMITED AND REDUCED). No. 2. 2nd May.

COMPANY—SPECIAL RESOLUTION—CONFIRMATION—NOTICE OF MEETINGS—CONTINGENT NOTICE—ARTICLES OF ASSOCIATION—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 51.

This was an appeal against the decision of Buckley, J. (reported *ante*, p. 402; 1905, 1 Ch. 609). A petition was presented by the above company for the confirmation by the court of a special resolution which was alleged to have been duly passed for the reduction of the capital of the company. Section 51 of the Companies Act, 1862, provides: "A resolution passed by a company under this Act shall be deemed to be special whenever a resolution has been passed by a majority of not less than three-fourths of such members of the company for the time being entitled, according to the regulations of the company, to vote as may be present, in person or by proxy (in cases where by the regulations of the company proxies are allowed), at any general meeting of which notice specifying the intention to propose such resolution has been duly given, and such resolution has been confirmed by a majority of such members for the time being entitled, according to the regulations of the company, to vote as may be present, in person or by proxy, at a subsequent general meeting, of which notice has been duly given and held at an interval of not less that fourteen days, nor more that one month from the date of the meeting at which such resolution was first passed. . . . Notice of any meeting shall, for the purposes of this section, be deemed to be duly given and the meeting to be duly held whenever such notice is given and meeting held in manner prescribed by the regulations of the company. . . ." Article 70 of the regulations of the company provided: "Whenever it is intended to pass a special resolution the two meetings may be convened by one and the same notice, and it shall be no objection that the notice only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting." In the present case notice of the first meeting, at which it was proposed to submit a resolution for the reduction of the capital of the company, was given for 15th of February; and the notice went on to say: "Should such resolution be duly passed by the required majority the same will be submitted for confirmation as a special resolution to a subsequent extraordinary general meeting of the company which will be held on Friday, the 3rd day of March, 1905, at the same time and place." The resolution was duly passed at the first meeting, and a resolution confirming it was passed at the second meeting. But Buckley, J., held that the notice of the second meeting was invalid because it was not an absolute notice, but a contingent notice, and that consequently the confirming resolution was not duly passed. His lordship accordingly dismissed the petition. He held in effect that, having regard to section 51, clause 70 was *ultrà vires*. The company appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—The court has to determine whether proper notice was given of the confirmatory meeting. It was said it was not a proper notice because it was not a notice of a meeting which in any event would take place, but of a contingent meeting which would take place only if a certain event happened; in other words, a notice of a meeting for the purpose of confirming a resolution if it had been duly passed by the first meeting. It was said that notice of such a contingent meeting was a bad notice, and that the proceedings consequent upon it were therefore invalid. And it was said that the court was bound so to hold by reason of the decision of the Court of Appeal in *Alexander* v. *Simpson* (38 W. R. 161, 43 Ch. D. 139). In my opinion that decision does not bind the court to hold that the notice given in the present case is a bad notice. If the judgments in that case are looked at it will be found that they turn upon the construction of the articles of the particular company and the terms of the notice which had been given. That was all which the court had to decide there, and it is plain that the whole point was one of construction. In the present case clause 70 of the articles differs entirely from clause 52 of the articles in *Alexander* v. *Simpson*. And in my opinion the notice in the present case, which was in effect the same as that in *Alexander* v. *Simpson*, has been made a proper notice so far as the articles of the company are concerned, by the final paragraph of clause 70, which amply justifies the notice. The notice is therefore valid, unless there is anything in section 51 of the Companies Act, 1862, which makes that provision of clause 70 *ultrà vires*. But the final clause of section 51 says that notice of any meeting shall be deemed to be duly given, and the meeting to be duly held, "whenever such notice is given and meeting held in manner prescribed by the regulations of the company." The regulations of this company prescribe that the notice may be given in the form in which it has been given, and I cannot see anything inconsistent with the letter or the spirit of section 51. I can understand that there might be a provision in articles which would be inconsistent with the spirit, if not with the letter, of section 51, if, for instance, it deprived the shareholders of the opportunity of consideration which the Legislature intended they should have between the passing of the resolution and its confirmation. Such a provision would be improper. But I cannot come to the conclusion that an article which provides that one notice may be given of the two meetings, with a proviso that the second meeting shall take place only in the event of a resolution being passed at the first meeting which could be subject of confirmation at the second meeting, deprives the shareholders of any right to which they were entitled. The fact is that, when there is a provision that a resolution is to be passed at one meeting and confirmed at a second, you cannot prevent the second meeting being contingent on the passing of the resolution at the first. It must necessarily be contingent. It is said that there ought always to be two notices, and that the notice of the second meeting ought not to be given until the result of the first meeting was known. In my opinion that is a mere matter of detail. In *Alexander* v. *Simpson* the court held that there was nothing in a provision for comprising the notices of the two meetings in one document which would make such a provision in the articles *ultrà vires*. In my opinion there is nothing *ultrà vires* in clause 70. The subetance of the judgment of Buckley, J., was that clause 70 was *ultrà vires*. I always differ with hesitation from that learned judge, especially in a matter of this kind, but I think his decision in the present case is wrong. The appeal must be allowed, and the resolution for reduction confirmed.

ROMER and STIRLING, L.JJ., delivered judgments to the same effect.—COUNSEL, *Martelli*. SOLICITORS, *Gibson & Weldon*, for *Bertrand Watson*, Stockton-on-Tees.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re MARY KIDDLE. GENT *v.* KIDDLE. Kekewich, J. 4th May.

WILL—CONSTRUCTION—ILLEGITIMATE CHILD—GIFT TO "GRANDCHILDREN."

Adjourned summons. Mary Kiddle by her will appointed "my son George Kiddle and my son-in-law George Lockyer Gent" to be her trustees and executors. After sundry pecuniary bequests she gave and devised her residuary estate "unto and equally to be divided between all my grandchildren." George Kiddle was an illegitimate son of the testatrix. She had other children who were legitimate. The executors of G. L. Gent now applied to have the question (*inter alia*) determined whether the children of George Kiddle took under the gift to grandchildren. For the other grandchildren of the testatrix it was argued that the old rules must be regarded, and no further step taken without hesitation. It would be a further step to hold that the children of an illegitimate son should take under a bequest to "all my grandchildren": *Re Hall, Branston* v. *Weightman* (35 W. R. 797, 35 Ch. D. 551), *Re Jodrell, Jodrell* v. *Seale* (38 W. R. 267, 721, 44 Ch. D. 590), *Re Wood, Wood* v. *Wood* (50 W. R. 103, 695; 1902, 2 Ch. 542), and *Re Parker, Parker* v. *Osborne* (45 W. R. 536; 1897, 2 Ch. 208).

KEKEWICH, J., in giving judgment, said that the testatrix recognized George as her son in fact, though he was not in law. The gift to take as a class of grandchildren must therefore include the children of George.—COUNSEL, *Kerly*; *Freeman*; and *Draper*. SOLICITORS, *Reed & Reed*, for *Reed & Co.*, Bridgwater.

[Reported by P. JOHN BOLAND, Esq., Barrister-at-Law.]

Re GOULDER (DECEASED). GOULDER *v.* GOULDER. Swinfen Eady, J. 3rd and 4th May.

WILL—CONSTRUCTION—LEGACY ON CONDITION—GIFT OVER ON BANKRUPTCY—NOTICE—ASSIGNMENT BY TRUSTEE IN BANKRUPTCY—EFFECT OF GIFT OVER.

Originating summons. This was a summons taken out by the trustees and executors of the will of James Goulder for the construction of his will in respect of a portion of his residuary estate, whether a gift over of such residue on the bankruptcy of the legatee had taken effect or not. The facts were shortly as follows: By his will, dated the 22nd of November, 1894, the above-named testator, after appointing George Goulder and Thomas Hattersley trustees and executors or his said will, and after sundry bequests, devised and bequeathed all the residue of his real and personal estate whatsoever and wheresoever unto and to the use of his trustees, their heirs, executors, administrators, and assigns, upon the trusts therein mentioned, until the decease of his said wife, and on her death, after providing for certain payments therein mentioned, upon trust to divide the same into eleven equal parts, and to pay (*inter alia*) two eleventh parts to his brother, John Goulder, for his own use absolutely, and the testator further provided that if his said brother should be unable at the time of his decease, or at any time prior to the actual payment to him of his share or any part thereof on the division of the estate to give a receipt to his trustees for his share by reason of his having committed or suffered any act whereby he had deprived himself of the right to the benefit of such share either in whole or in part, then such share or that part which

his said brother could not receive for his own benefit was to be paid unto and equally between such of his said brother's children as should then be living. The said James Goulder died on the 23rd of November, 1894, and his will was duly proved by the said executors and trustees. The wife died on the 16th of August, 1904. The amount of the residue realized after the death of the widow amounted to £986 7s. 6d. On the 31st of October, 1904, the trustees requested their solicitors to write to the various beneficiaries under the will explaining that they would be prepared to distribute the estate on the 2nd of November. On that date the trustees' solicitors received notice that two bankruptcy notices had been served on the said John Goulder, and that the bankruptcy petition was fixed for hearing at Sheffield County Court the next day. The solicitors thereupon, at an interview the same day, informed John Goulder that in consequence of this information they advised the trustees not to pay to him his share in the two elevenths as under the trusts of the will it would pass to his children. A receiving order who made against the said John Goulder on the 3rd of November, and on the 1st of December a Mr. J. L. Taafe was appointed trustee in bankruptcy of his estate. By an indenture dated the 20th of March, 1905, the said J. L. Taafe as trustee assigned to E. D. Mullis, G. H. Johnson, and H. H. Stones, as assignees, the two eleventh parts or shares of the said John Goulder in the residue of the said sum of £1,200. The originating summons having been already issued, the three assignees were added as defendants. The remaining defendant, as a son of the said John Goulder, claimed to be entitled to his father's share under the gift over.

SWINFEN EADY, J.—The question is, what is the true construction of the language which the testator uses in his will? By that will a sum of £1,200 is set apart for the widow for life, and after her death the residue is divided into eleven equal parts, two elevenths of which residue is to go to the testator's brother John Goulder absolutely. Then follows the proviso on which the question turns, "Provided always that in the event of either of my said brothers John Goulder and Alfred Goulder being unable at the time of my decease or at any time prior to the actual payment to him of his share or any part of his share on the division of my estate to give a receipt to my trustees for his share by reason of his having committed or suffered any act whereby he has deprived himself of the right to the benefit of such share either in whole or in part, then I direct my trustees to stand possessed of the share of such brother or that part of such share which my said brother is unable to receive for his own benefit and to pay the same unto and equally between such of his children as are then living as being sons shall attain or have attained the age of twenty-one years or being daughters shall attain or have attained that age or shall marry or have married under that age, and if there be only one such child then all to such one child." Now, the estate was insufficient to provide this sum of £1,200. The wife of the testator died on the 16th of August, 1904, and thereupon so much of the estate as was set aside for the sum of £1,200—namely, £986 7s. 6d., became then divisible. The notice by the trustees that they would be prepared to distribute was made as early as the 2nd of November, and on the same day they had notice of these acts of bankruptcy committed by John. On the 16th of November he was adjudicated a bankrupt. It has not been successfully disputed that before the actual payment he had committed an act of bankruptcy by noncompliance with a bankruptcy notice. It is said that the true construction of the will is, if John should commit or suffer any act, &c., before the actual date at which it shall be payable—that is, before the death of the tenant for life. I am of opinion that the language of the will is a great deal too clear to permit of effect being given to that proposition. The testator provides that the whole or any part of his share is to go over, and he evidently contemplates the date of the actual payment. It is to be the date for giving the receipt when the son shall actually receive the same or such part as is his share. The will also contemplates that there may be successive payments, but before he actually receives any he may be disqualified, and so much as he does not receive is to go over. Counsel for the defendant assignees referred me to *Re Sampson* (40 SOLICITORS' JOURNAL, 353; 1896, 1 Ch. 630). [His lordship referred to Stirling, J.'s, remarks on pp. 634-635 in that case and also *Martin* v. *Martin* (L. R. 2 Eq. 404), Wood, V.C.'s, remarks on p. 413.] In the present case the language of the testator is much stronger than in *Martin* v. *Martin*, and when he gives these shares he means "actual payment," and he refers to the legatee giving an actual receipt. Having arrived at that conclusion, the question remains, is such a proviso legal? Can the law give effect to it? [His lordship referred to Sir G. Jessel's judgment in *Johnson* v. *Crook* (28 W. R. 12, 12 Ch. D. 639) and Fry, J., in *Re Chaston*, *Chaston* v. *Leago* (29 W. R. 778, 18 Ch. D. 218).] It is clear in these cases you may have a gift vested and liable to be divested. Under the circumstances I must give effect to the law as laid down by Jessel, M R., and Fry, J. It is a common provision to make a gift to A. for life, with remainder to the children in A., the children take vested interests. Singular as is the particular evidence on which the divesting is to take effect, I must give legal effect to the will. Under the circumstances, therefore, I come to the conclusion that the gift over must take effect.—COUNSEL, *Owen Thompson*; *Gatey* and *W. M. Hunt*. SOLICITORS, *Peacock & Goddard*, for *Henry Vickers, Son, & Brown*, Sheffield; *T. H. Aldous*, for *J. E. Wing*, Sheffield.

[Reported by A. R. TAYLOUR, Esq., Barrister-at-Law.]

Re **LEVESON-GOWER AND** *Re* **THE SETTLED LAND ACTS, 1882 TO 1890.** Swinfen Eady J. 3rd May.

SETTLED LAND—TENANT FOR LIFE—IMPROVEMENTS—LEASE OF SETTLED ESTATES—AGENTS' COMMISSION—CAPITAL OR INCOME—SETTLED LAND ACT, 1882—SETTLED LAND ACT, 1890 (53 & 54 VICT. c. 69), s. 13, SUB-SECTION 2.

This was an originating summons, taken out by the tenant for life in possession under a settlement made in 1889 of certain settled estates, for a declaration that the trustees of the said settlement appointed for the purposes of the Settled Land Acts, 1882 to 1890, might be directed to repay to the tenant for life, the applicant, out of capital moneys that had arisen under the said Acts in respect of the said estates certain sums hereinafter mentioned for improvements incurred by the applicant in respect of the said estates, and also as to whether the commission which certain agents had charged in respect of the letting of the principal mansion-house could be properly paid out of such capital moneys as aforesaid. The facts were shortly as follows: Under an indenture dated the 24th of June, 1889, the present applicant, Mr. Granville Charles G. Leveson-Gower, became, through the deaths of his father and elder brother, tenant for life in possession of certain settled estates in Surrey and Kent, among which was the Titsey estate, the subject of the present application. There were certain rent-charges for £300 and £800 subsisting on the said settled estates, which were confirmed by the will of the applicant's father. The respondents to the summons were the present trustees of the said indenture appointed for the purposes of the Settled Lands Act in lieu of two others. Another respondent was Richard H. G. Leveson-Gower, the eldest son of the applicant and the tenant in tail of the said estates. The settled estates consisted of Titsey Place and grounds, which was the principal mansion-house, another house, known as Hookwood, and numerous farms, tenements, and hereditaments in various parishes. By an agreement dated the 15th of November, 1902, the applicant leased Titsey Place, together with the park and all sporting rights, to Lord Burghclere on a short tenancy for three or four months. Subsequently by an indenture dated the 27th of July, 1903, Lord Burghclere took the said estate for a period of fourteen years (determinable as therein mentioned) at a yearly rental of £600 for the house and grounds. The applicant by an affidavit stated that it was a condition of Lord Burghclere's taking the estate that two vineries on the estate should be rebuilt, as they were in a dilapidated state, and that a new fence should be constructed between the park and the gardens to keep out the cattle. The vineries and fence were accordingly constructed, and were paid for out of the applicant's own pocket. In 1896 the tenant for life further erected a cattle-shed, and the next year new loose boxes, also he rebuilt a greenhouse in place of an old one, and which expenses were paid for personally by the tenant for life. The applicant now asked that the trustees might be directed to repay to him out of the capital moneys in their hands the following sums, being the amounts expended by him upon the various improvements, and which he alleged were necessary owing to the letting of the said settled estates, and their condition at the time of such letting: (*a*) £294 17s. 7d. for rebuilding the vinery and peach-house; (*b*) £48 10s. for erecting new cattle-sheds; (*c*) £258 for new loose boxes; (*d*) £194 5s. 6d. for a new park fence; (*e*) £249 16s. 6d. for a new greenhouse. Also that a sum of £60 charged by the agents for letting of the said Titsey Place might under the circumstances be payable out of such capital moneys as aforesaid.

SWINFEN EADY, J.—This is an application by the tenant for life of certain estates situated partly in the counties of Surrey and Kent. He claims under a settlement made in 1889. The previous tenant for life died on the 30th of May, 1895, and on his death the present applicant became the tenant for life in possession. I am told that he is between thirty and forty years of age. There are two rent-charges subsisting on the property, and the interest on mortgages amount to between £3,000 and £4,000. Both the mansion-houses on the estate have been let, and it appears that with respect to the house and grounds now in question a sum of £294 17s. 7d. was expended on rebuilding a vinery and peach-house, and this sum is amongst other items claimed to be allowed out of the capital moneys. It appears that these glasshouses were in a state of dilapidation seven years ago. In the autumn of 1902 Lord Burghclere took Titsey Place, the house in question, on a short tenancy for three or four months, and the following year entered into an agreement to take it for a term of years. The applicant states that it was made a term of the agreement that the vinery and peach-house should be rebuilt. Though the evidence is wanting on this point, nevertheless I will accept the statement of the applicant. The peach-house was not rebuilt until some months after the vinery had been rebuilt. The first question before the court is whether the erection of a vinery and peach-house fall within sub-section 2 of section 13 of the Settled Land Act, 1890. The glasshouses are some distance from the house, and were pulled down completely before they were rebuilt. Under the circumstances I am of opinion that where a building is entirely removed, and an entirely new building is erected, it does not fall within the sub-section, which runs "Making any additions or alterations in buildings reasonably necessary or proper to enable the same to be let." Even if the cost of erecting these glasshouses were to come within the sub-section, and the court could exercise its discretion, I should hesitate, because the cost of these glasshouses is something like a half-years' rental, and having regard to the state of the rent, and general rental of the estate, and the cost of the glasshouses, and the fact that no scheme was submitted to the trustees for so long a time, I should hesitate rather before I sanctioned it. With regard to the greenhouse, that was built many years before the other buildings, and it was apparently quite past repair. It is much smaller than the old one, but a new greenhouse is in no better position than the vinery or peach-house. With respect to the other two items for the loose boxes and the park fencing I am of opinion that both fall within the meaning of repairs on which capital money can be expended. I think the sum of £400 will meet the justice of that case. With regard to the remaining question of the commission which was charged for the letting to Lord Burghclere, it is a short tenancy under an occupation lease, and the agents have charged a commission of £60, at the rate of 5 per cent. for the first year and 2½ per cent. for the second and third years. The application is made after the first two years have

practically expired. I think it is an ordinary income charge. I am therefore of opinion that a commission payable to an agent on securing a short tenancy is not an expense that ought to be thrown on the capital, and I decline to order the trustees to pay that commission or any part of it out of the capital.—COUNSEL, *Austen-Cartmell; P. Wheeler; R. Burleigh Muir.* SOLICITORS, *Cooper, Turner, & Evans*, for *Morrisons & Nightingale*, Reigate.

[Reported by A. R. TAYLOUR, Esq., Barrister-at-Law.]

Re **APPLETON, FRENCH, & SCRAFTON (LIM.).** Warrington, J. 3rd May.

COMPANY—WINDING UP—EXAMINATION OF DIRECTORS—EMPLOYMENT OF COUNSEL—ALLEGATIONS OF MISFEASANCE—COSTS OF DIRECTORS EXAMINED—JURISDICTION—JUDICATURE ACT, 1890 (53 & 54 VICT. c. 44), s. 5—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 115.

This was a summons by Messrs. J. W. Watson and A. Appleton, two directors of the above company, asking for the costs of an attendance by them for examination to be allowed them. The respondents to the summons, Robert & Henry Adams (Lim.) and J. T. Wilson had, upon allegations of misfeasance, obtained, in February, 1900, an order that a summons should issue to examine these directors and other persons under section 115 of the Companies Act, 1862, and that the respondents (the applicants in that summons) might apply for leave to take proceedings under section 10 of Companies (Winding-up) Act, 1890, after the examination was concluded. The directors were accordingly summoned to attend and were examined on three days in November, 1900, with a view to establishing a case of misfeasance against them. At this examination they employed counsel and solicitors to represent them. In July, 1902, the respondents to the present summons issued a misfeasance summons against the directors, asking for an order that they should contribute to the assets of the company sums amounting to more than £50,000. This summons was in July, 1904, dismissed with costs; but the costs of the directors upon their examination were not dealt with. The present summons was accordingly taken out by the directors asking for an order that the respondents should pay them their costs of the examination and of their being represented thereat by their solicitors and counsel. This was opposed by the respondents upon the ground that the directors appeared as witnesses and not as parties to any legal proceeding, and that as such they had no right to employ solicitors or counsel except at their own expense; that the court had no jurisdiction to allow these costs; and even if it had a discretion to allow them ought not to exercise it; and the cases of *Ex parte Waddell* (26 W. R. 9, 6 Ch. D. 328) and *Re Grey's Brewery Co.* (28 SOLICITORS' JOURNAL 104, 32 W. R. 381, 25 Ch. D. 400) were referred to.

WARRINGTON, J.—The question as to jurisdiction depends upon whether what took place was "a proceeding in the Supreme Court" within section 5 of the Judicature Act, 1890. The examination of the directors took place under section 115 of the Companies Act, 1862. There is in that section no express provision as to the expenses of the persons examined, and consequently there is no express statutory provision as to whether costs such as these should be paid. In my opinion the summons of August, 1899, and the order made upon it, and the summons for the attendance of the directors as witnesses issued in consequence of that order, and the examination of the witnesses, are all proceedings in the Supreme Court, and thus come within the express terms of section 5. The case of *Re Grey's Brewery Co.* did not decide the contrary, being decided upon rule 60 of the General Orders of 1860. I therefore think that I have a discretion with regard to these costs. And under the circumstances of this case I shall allow these costs to the applicants, although I wish at the same time to state in the strongest terms that what I do here is not to be a precedent for any future case. And in allowing these costs I think I am acting consistently with the judgments of James and Cotton, L.JJ., in *Re Waddell*, for these judges expressly guarded themselves from being supposed to decide against the allowance to witnesses of costs of counsel where the witnesses were defending themselves against allegations with regard to the bankrupt's property, or where proceedings were intended to be subsequently taken against them. Costs allowed.—COUNSEL, *Sargant; Martelli.* SOLICITORS, *Crump, Sprott, & Co.*, for *Archer, Parkin, & Archer*, Stockton-on-Tees; *Jackson & Elwell*, for *James Inskip & Co.*, Bristol.

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

High Court of Justice.—King's Bench Division.

SIMPSON STEAMSHIP CO. (LIM.) *v.* PREMIER UNDERWRITING ASSOCIATION (LIM.). Bigham, J. 4th May.

SHIP—MARINE INSURANCE—POLICY—WARRANTY NOT TO PROCEED EAST OF SINGAPORE—LOSS ON A VOYAGE TO A PORT EAST OF SINGAPORE BUT BEFORE ARRIVING AT SINGAPORE—CONSTRUCTION.

The plaintiffs claimed under a policy of marine insurance on a vessel for a total loss. The vessel left Cardiff for Kiao-chau, a port east of Singapore, on the 16th of April, 1904, with a cargo of coals. On the 27th of April the vessel became a total loss by perils of the sea off the coast of Tunis. The policy ran from the 1st of March, 1904, to the 1st of March, 1905, and contained the following warranty: "Warranted not to proceed east of Singapore except to Java and Australasia." The policy contained provisions that if an extra premium was paid the above warranty (*inter alia*) should be cancelled. No such extra premium had been in fact paid. It was contended on behalf of the plaintiffs that the loss was covered by the policy. If the vessel intended to proceed east of Singapore it was time to give notice and pay the extra premium at any time before arriving in waters east of Singapore. Until Singapore was reached the vessel was covered by the policy. It was contended on behalf of the defendants that there having been a breach of the warranty the plaintiffs could not recover. The vessel was on a voyage to a port east of Singapore, and since the extra premium had not been paid the warranty not to proceed east of Singapore had been broken. The cases of *Colledge* v. *Harty* (20 L. J. Exch. 146, 6 Exch. Rep. 205) and *Simon Israel & Co.* v. *Sedgwick* (41 W. R. 163; 1893, 1 Q. B. 303) were cited.

BIGHAM, J., held that the warranty had not been broken, and that at the moment the vessel started from Cardiff on her voyage to Kiao-chau she was not "proceeding east of Singapore."—COUNSEL, *J. A. Hamilton*, K.C., and *Bailhache; Scrutton*, K.C., and *Leck.* SOLICITORS, *Smith, Rundell, & Dodds*, for *Vachell & Co.*, Cardiff; *Pritchard & Sons.*

[Reported by W. T. TURTON, Esq., Barrister-at-Law.]

Law Societies.

The Law Society.

LEGAL EDUCATION.—CONFERENCE OF PROVINCIAL REPRESENTATIVES.

An important and successful conference on the subject of extending and improving the educational facilities open to articled clerks and solicitors was held on Wednesday in last week at the Law Society's Hall. The chair was taken by the Vice-President of the Law Society (Mr. W. F. Fladgate), and, in addition to several members of the Legal Education Committee of the society, there were present representatives from Birmingham, Liverpool, Manchester, Sheffield, Wales, and Yorkshire.

The discussion, which was of an informal character, turned chiefly upon the possibility of strengthening and co-ordinating existing agencies, and establishing new facilities in districts hitherto untouched. With regard to the former subject, it was generally agreed that the ideal organization should comprise three distinct elements—viz.: (*a*) The Law Society, (*b*) the local law society, and (*c*) the local university or other institution for higher education, where such exists, and that in particular the expenditure of funds should not be sanctioned except through the agency of such a representative body. With regard to the latter subject, a suggestion was put forward by Mr. W. H. Gray, of London, to the effect that, in districts where the circumstances did not permit of a higher form of organization, something might be done by the appointment of local solicitors, acting under the control of the Law Society, and corresponding with its teaching staff, as advisers, to whom any articled clerk in the district might resort, at fixed times, for help and advice in his studies. The suggestion received a considerable amount of support, and, at the invitation of the Vice-President, the Principal of the Law Society explained, in some detail, his view of the way in which Mr. Gray's proposal could be worked out in practice. Further expressions of opinion in favour of co-operation and periodical meetings of educational authorities were uttered, and the conference closed with a hearty vote of thanks to the Vice-President for his conduct of the proceedings.

In due time the Legal Education Committee will proceed to draw up a scheme embodying the recommendations of the conference, a full report of whose proceedings will shortly be available for those interested in the subject. In the meantime any further suggestions which may be made in writing will be welcomed by the committee, and may be addressed to the Principal, at the Law Society's Hall. It may be hoped that, in the scheme of organization, the principle of students' representation, which has worked so admirably in London and Liverpool, will not be overlooked.

The Bar Meeting.

The annual meeting of the bar was held on Tuesday last, the ATTORNEY-GENERAL being in the chair.

The ATTORNEY-GENERAL moved the adoption of the annual statement, and briefly discussed the matters therein mentioned. The Long Vacation, he said, was a subject of interest and importance, but no change appeared to be imminent. The civil business in the King's Bench had evoked an important pronouncement, but in his opinion no real improvement could be expected unless the county courts and the King's Bench Division were treated together as one subject.

Mr. WARMINGTON, K.C., seconded the motion. He said that in the colonies councils on the model of the Bar Council had been established—among others, in South Africa—and communication was increasingly frequent between these colonial bodies and the council at home.

Mr. FRANK NEWBOLT animadverted on the slow progress which had been made in the matter of the Long Vacation. The judges had expressed by a majority approval of the scheme suggested by the council. Something should be done to influence the powers behind and above the judges and the bar. He moved a resolution or rider, that the unanimous view of the bar should be impressed on the Lord Chancellor.

Sir EDWARD CLARKE seconded the motion, and said that no reason for the disregard shewn for the opinion of the profession had been assigned, and the meeting should reiterate the opinions and desires arrived at on previous occasions.

The motion was carried with two dissentients.

Mr. J. R. ATKIN asked for an explanation of the fact that the expenditure was £670, whereas the income was only £600.

Mr. WARMINGTON, K.C., said the money was well spent, but he thought the Inns of Court should increase their contributions.

Sir EDWARD CLARKE said that £1,000 was requested from the inns, but

for the last ten years only £600 had been given. But Lincoln's-inn and the Middle Temple had determined to increase their subscription to the proportion of £1,000 which their present subscriptions bore to £600.

The ATTORNEY-GENERAL said that the sum of £140,000, or thereabouts, was available for the School of Law. The scheme which he approved was one for the joint work of each of the inns of court and the Law Society; and the concurrence of all concerned was necessary. But the four inns would not co-operate, and the difficulties in the scheme were found to be insuperable. In these circumstances an interim arrangement was made and approved by Mr. Justice Farwell for the division of the fund between the inns and the Law Society.

Votes of thanks were passed to the auditors and scrutineers.

Sir EDWARD CLARKE, in moving a vote of thanks to the Attorney-General, said that he had had that pleasure for many years. His friend had occupied the high office which he held for more years than almost any of his predecessors. Lord Mansfield had been Attorney-General for fourteen years, but he hoped—and, indeed, they had all long been hoping—to see Sir Robert Finlay in a high judicial position, and when the time came came he trusted that no sentiment or financial consideration would prevent his acceptance of such position.

Mr. ENGLISH HARRISON seconded the resolution, which was unanimously agreed to.

The ATTORNEY-GENERAL, in acknowledging the vote, said they were all proud of their profession, and it was a high distinction for him to preside over its meetings. He was almost appalled at the lapse of years, but it was always a joy to see so many friends around him, and especially Sir Edward Clarke, who had always shewn him the utmost kindness and generosity.

Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Society's Hall, Chancery-lane, on the 10th inst., Mr. Henry A. Peake (Sleaford) in the chair. The other directors present being Sir George Lewis, Bart., and Messrs. A. Davenport, Walter Dowson, J. Roger B. Gregory, H. E. Gribble, Samuel Harris (Leicester), L. W. North Hickley, W. G. King, C. G. May, Richard Pennington, J.P., W. Arthur Sharpe, R. S. Taylor, Philip Witham, and J. T. Scott (secretary). A sum of £275 was distributed in grants of relief, and other general business was transacted.

Law Students' Journal.

Law Students' Debating Society.

The annual general meeting of the above society was held on the 9th inst., Mr. E. B. Ames being in the chair. The reports of the committee and auditors were read and ordered to be entered in the minutes. The total membership is now 449.

Officers for the 70th (1905-6) session were elected as follows: Treasurer, Mr. R. P. Croom Johnson; secretaries, Messrs. P. B. Henderson and J. E. C. Adams; reporter, Mr. W. G. Weller; committee, Messrs. E. B. Ames, E. Toso, P. N. C. Hart, and H. J. Thomson; auditors, Messrs. H. G. Barrett and G. W. Powers. Gentlemen wishing to become new members can obtain particulars from Mr. P. B. Henderson, 51, Lancaster-road, Hampstead.

Companies.

Law Fire Insurance Society.

ANNUAL MEETING.

The annual general meeting of the Law Fire Insurance Society was held on Tuesday, at the Society's House, Chancery-lane, Sir RICHARD NICHOLSON (chairman) presiding.

The SECRETARY (Mr. W. J. Vine) having read the notice convening the meeting,

The CHAIRMAN, in moving the adoption of the report and accounts, referred to the death of his colleague on the board, the late Lord Hobhouse, who had been for twenty-six years a director, and had taken a very active part in the management of the society's affairs, bringing to bear upon them that judicial turn of mind which had enabled him in another sphere, when for many years he sat on the Privy Council, to render good service to the State. Since the last annual meeting their old friend Mr. Bell had resigned the appointment of secretary to the society. He had been secretary for something like thirty-six years, during which time he had rendered the society very substantial service. In his intuitive appreciation of fire risks Mr. Bell has stood almost alone, and he had been able to guide the board in its administration in a safe course with very happy results. Mr. Bell was in the service of the society for over fifty years, and when the time came for him to tender his resignation the board felt that they could not ask him to continue to perform those duties, which involved anxiety and responsibility, any longer than he desired. They had therefore accepted, with the greatest possible regret, his resignation. The circumstances of his connection with the society were so exceptional that the board had felt that they must do something to meet them, and they had voted him a retiring allowance equal to his salary. They had felt also that they ought to do something more—and in this they were not entirely disinterested—and they had secured the benefit of his special knowledge and acquirements by offering him a seat on the board. He hoped that this would recommend itself to the shareholders. Upon that it had become necessary to appoint a secretary, and after giving the matter all possible care and consideration, and after considering the many applications which were made to them for the appointment, the board had appointed Mr. Vine, who had been for many years assistant secretary, and had, under Mr. Bell, acquired a very accurate knowledge of the management of the affairs of the society. Consequent upon Mr. Vine's appointment the board had appointed Mr. White, the accountant, to take upon himself the duties of assistant secretary in conjunction with those of accountant. These gentlemen had been trained under Mr. Bell for many years—Mr. Vine for forty-eight years and Mr. White for twenty-five years—and they possessed that knowledge and experience of the way in which the business of the society should be conducted which would enable them to do their part in administering its affairs in the same happy way as that which had distinguished its history hitherto. For the first time the report contained an intimation of the dividend which was to be distributed. This had been included owing to suggestions which had been made by shareholders at recent meetings. Turning to the accounts, it would be seen that the net premiums amounted to £164,227 15s. 4d., which shewed an increase as compared with 1903. The losses had been at the rate of 34½ per cent. of the expenses of management, and commissions 31·4 per cent. These ratios compared favourably with those of previous years. Mr. Vine had taken out for him a statement shewing the position in this respect of eighteen London offices, each with an income of over £100,000. The average losses of these eighteen offices was 54 per cent. against 34½ per cent. of the Law Fire, and the ratio of expenses and commissions 34 per cent. as compared with 31·4 per cent., so that it would seem that the affairs of the society had been conducted on very economical lines. Going to the other side of the account, it would be seen that the fire losses exceeded those for 1903 by £5,105. The commissions were very much the same as for that year, and the expenses of management were £350 less. Income tax shewed a decrease of £763, owing to the reduction of the tax. The balance carried forward was £62,340, as against £65,859 in 1903. The investments were of the first class The total for 1904 was £375,551, whilst for 1903 they were £347,108, shewing an increase of £28,443. Of this sum £101,651 was invested on mortgage. It was the practice of the board to appoint a different committee every year to examine the mortgage securities, that they might assure themselves that these were in a satisfactory state, which he could assure the meeting was the case. The reserve fund appeared in the account as in 1903 at £200,000, but there was appended the note that since the date of the account £20,000 had been transferred from the revenue account to the reserve fund. He hoped the feeling of the shareholders was that the board were wise in continuing to increase the reserve fund. He thought it was a matter of great congratulation that since 1899 the reserve fund had been increased some £75,000. Experience seemed to point to the desirability of having a large reserve fund. He desired on the part of the directors to express their appreciation of the confidence of the public in the society, and their thanks to the shareholders and the agents for their loyal co-operation in its work, and their entire appreciation of the strenuous and loyal work of the staff. He appealed to the shareholders to continue their efforts to bring business into the office.

Sir WILLIAM FARRER, in seconding the motion, said he thought the meeting would feel that the report was that of a very prosperous society. After referring to the loss of Lord Hobhouse, he said the board had received the resignation of Mr. Bell with the deepest regret, the only consolation being that the society was to have the great assistance of his presence on the directorate. Mr. Bell's successor was one who would give the same deep attention to the society's affairs, the same constant watchfulness over its interests, and the same active and intelligent superintendence of its staff. He expressed the feeling of the board in hoping that Mr. Vine would have many years in which to emulate the success of his predecessor. He called attention to the fact that £20,000 had been added to the reserve fund, and in view of the disastrous fires that had occurred during the year he felt sure the shareholders would consider it very satisfactory that notwithstanding the full dividend of 17s. 6d. per share or about 35 per cent., they could in addition transfer £20,000 to reserve, and he considered that the addition to the reserve fund was a prudent and wise course in view of the contingencies which might occur.

Mr. HUMPHRY said the report was most satisfactory, but thought that the dividend might be increased instead of piling up so large a reserve fund.

Mr. TIPPETTS urged that if shareholders would bring business to the office that would increase the dividend, but strongly supported the addition to reserve.

Mr. HAWKINS spoke in favour of larger dividends.

Mr. LEACH followed to the same effect.

The CHAIRMAN said the policy of the insurance offices which were most successful was to build up a reserve fund which would enable them to contend with bad times. What would have been the position of the offices which last year had lost huge sums in the Toronto and Quebec fires if they had not had large reserve funds? Some would have paid no dividend and some would even have had to make a call. The society's reserve fund was smaller than some other offices. The shareholders, at present price, got 5½ per cent. on their investment, so that there was not much to complain of.

The motion was carried unanimously.

On the motion of the CHAIRMAN, seconded by Sir WILLIAM FARRER, the retiring directors were re-elected as follows: Mr Joseph Perceval Tatham, Mr. John Edward Wase Rider, Mr. Joseph Augustus Hellard, Mr. George Rooper, Mr. Edward Carleton Holmes, Mr. Frederick Peake, Mr. Francis

Edwin Essington Farebrother, Mr. Richard Walter Tweedie, Mr. Romer Williams, Mr. Thomas Rawle, and Mr. George William Bell.

On the motion of Mr. Biggs, Mr. Edwin Waterhouse, F.C.A., was re-elected auditor.

A vote of thanks to the chairman, on the motion of Mr. D. R L. Lowe, concluded the business.

Legal News.

Appointments.

Mr. George Allington Charsley, formerly a member of the firm of Charsley & Son, solicitors, of Beaconsfield, Bucks, but who has retired from the legal profession, has duly qualified as a Justice of the Peace for the county of Bucks.

Mr. Skinner Turner, barrister-at-law, lately Assistant Judge at Zanzibar, has been appointed Judge of his Majesty's Court for Siam.

Mr. James William Murison, barrister-at-law, has been appointed Assistant Judge of his Majesty's Court for Zanzibar.

Mr. Arthur Rose Vincent, barrister-at-law, has been appointed Second Assistant Judge of his Majesty's Court for Zanzibar.

Dissolutions.

William Stevens and Samuel Tomkins Maynard, solicitors (Stevens, Son, & Maynard), Brighton, and Burgess Hill. April 29. [*Gazette*, May 5.

John Arthur Cocker and John Mayer Burrow Turner, solicitors (Cocker & Turner), Bournemouth. April 17. The said John Arthur Cocker will continue practise alone at Dalkeith Steps, Bournemouth; the said John Mayer Burrow Turner will practise alone at Fir Vale-chambers, Nos. 128 and 130, Old Christchurch-road, Bournemouth. [*Gazette*, May 9.

Information Required.

Miss Elizabeth Butterworth (deceased).—To solicitors and others.—The above-named, late of 4, Russell-road, Kensington, is supposed to have made a Will some time between the years 1893 and 1902.—Any solicitor who prepared such a will or any person having in their possession a will made by the deceased or possessing any information relating thereto is requested to communicate with Messrs. Peters & Bolton, 2A, Guildhall Chambers, Basinghall-street, London, solicitors to the next-of-kin.

General.

Lord Young has resigned his position as one of the Judges of the First Division of the Court of Session.

The *Times* is officially informed that the date of the assizes for the county of Hertford has been altered from Saturday, 24th June, to Friday, 23rd June.

With the deed of resettlement accompanying it, the will of the late Lord Norton of Hams Hall, Birmingham, which has just been proved, is, says the *Daily Mail*, a bulky document of over 400 folios.

A lawyer walked down the street recently, says the *Central Law Journal*, with his arms filled with a lot of books. A friend meeting him remarked, pointing to the books, "Why, I thought you carried all that stuff in your head." "I do," quickly replied the lawyer, with a knowing wink; "these are for the judge."

The foreman of the grand jury at the Trim Quarter Sessions, according to the *Daily Mail*, said to Judge Curran that the majority of the grand jury desired him to say that they considered that the sentences passed by him on cattle stealers were inadequate for so grave an offence. "Tell the gentlemen who so kindly wished to interfere with my duties that they had better mind their own business," said Judge Curran.

The annual general meeting of the Incorporated Inns of Court Mission will be held in the Parliament Chamber, Middle Temple, on Wednesday, the 31st of May, 1905, at 4.30 p.m. The Lord Chief Justice of England will preside. Mr. Justice Kennedy, the Rev. A. St. J. Woollcombe (head of Oxford House), and the warden (the Rev. H. G. D. Latham) will speak. It is hoped that members of the Inns of Court and also ladies will attend.

A curious direction was, says the *Evening Standard*, left in the will of the late Mr. W. H. Mainwaring, of Carlton, in the Colony of Victoria. The property is to be divided into six equal parts and numbered. Numbers corresponding to the portions are to be placed in envelopes, which are to be drawn from a box by the testator's six children. Each one will retain the portion of the estate corresponding with the number drawn in the envelope.

Lord Justice Mathew, speaking at the annual meeting, on Wednesday, of the Catholic Prisoners' Aid Society, said, according to the *Daily Mail*, that there was good in human nature even in a gaol, and he believed in trying to reclaim all, until such efforts proved absolutely useless. When he first became a judge he asked a certain prison governor what it really meant to a man to be sent to a convict prison. The reply was: "Five years do not hurt him much, especially if he is a young man. But seven years mean utter ruin to him. He very rarely recovers from that." These words he (the speaker) had always borne in mind when sentencing a person to a term of penal servitude.

The Order of Paris Advocates has, says the Paris correspondent of the *Daily Mail*, decided to call the attention of the Prefect of Police to the increase in the number of thefts committed within the precincts of the Palace of Justice. M. Baudouin, the Attorney-General, had his pockets picked recently; M Lemercier, a magistrate, had his cigar-case stolen from an overcoat while he was sitting in the Sixth Chamber; and a well-known advocate had to leave the palace bareheaded a few days ago because someone had stolen his new silk hat.

A prisoner was, says the *Evening Standard*, placed in the dock at the Old Bailey on Monday who proved to be stone deaf, and did not understand the deaf and dumb alphabet. The Recorder observed that he had tried every class of case—prisoners deaf and dumb—but never a case in which a prisoner could not hear anything. Apparently the only means of communicating with him was by writing everything down, but the proceedings, if this course were adopted, would be interminable. The law of the land required that an accused person should have the right of hearing the evidence against him, as at the trial it might vary in material particulars from that given before the magistrate. Under the circumstances in which they were placed, and as the prisoner was legally represented, the Recorder thought that they might substitute the ears of counsel for the ears of the prisoner. Of course, if there was any serious divergence in the evidence it would be put in writing.

Lord Young, who has resigned his position as a judge of the Court of Session at the age of eighty-six, is not, says the *Globe*, the oldest judge who has administered the law in the United Kingdom. Vice-Chancellor Bacon remained on the bench until he was eighty-nine. There is some mysterious charm about the atmosphere of the bench that is distinctly favourable to longevity. Lord Lyndhurst was, according to Lord Campbell, "as bright as a bee" at eighty, and Chief Baron Pollock, when three years older, was, according to Sir James Stephen, "a fine lively old man, thin as threadpaper, straight as a ramrod, and full of indomitable energy." Lord Young's retirement does not leave the Scottish bench without an octogenarian. Lord Adam, whose period of judicial service is almost as long as Lord Young's, celebrated his eightieth birthday last year. Even the atmosphere of the county courts is not unfavourable to judicial longevity. Judge Stonor continues to administer justice at the Marylebone County Court at the age of eighty-five, and not indifferent justice either.

Mr. Choate was this week formally called to the bench of the Middle Temple, of which he was recently elected an honorary bencher. There was a very full attendance of benchers, barristers, and students. After the dinner, Mr. Choate joined the procession of benchers, but as he was passing out, the cries for a speech by him became so loud that he turned round and said: "I am more impressed by the dignified quiet of my brethren of the Middle Temple than by any other characteristic I have ever observed; but I am told by my fellow-benchers that the laws of the benchers, in comparison with those of the Medes and Persians are of no account whatever, forbid any speech from me upon this occasion. Unaccustomed as I am to public-speaking, tongue-tied as I have been by the rules of the service in which I have been engaged for the last six years, no rule could be more delightful to me. I thank you all for the very great interest you have manifested in my elevation to the bench. When I look over the list of the benchers of to-day and find that I am thought worthy to be associated with them, my heart is filled with great pride. When I look over the roll of members of the past anywhere in the past five centuries, I am prouder still; when I look over the roll of those who have been admitted to study in the Middle Temple and to practise law under its sanction, I am the proudest man in the world."

The Lord Chancellor, in moving, on Wednesday last, the second reading of the Criminal Cases (Reservation of Points of Law) Bill, said that sometimes judges who were not of the status of his Majesty's judges were a little jealous of their decisions being made the subject of inquiry, and it had sometimes happened that a judge had refused to reserve a point. Their lordships were aware that a great number of persons, chairmen of quarter sessions, recorders, and others, were included in the description of judges who had power to reserve these points. A remarkable case had occurred and had given rise to much discussion. He had no desire to express an opinion on that particular case, whether the learned judge was right or wrong in the matter. But it was thought that it was very undesirable to leave it to the discretion of a learned judge uncontrolled, even including his Majesty's judges; that it was desirable to make it compulsory, upon the order of the court, that they should reserve a question of law. Accordingly, the view had been entertained that, instead of this power being permissive, if an application was made to the Court of King's Bench upon material sufficient in their view they should order the learned judge to reserve the point of law. That was, in effect, the whole of the amendment to the Act of Parliament which was suggested in this Bill. He thought the general object of the Bill was one to which their lordships would give their consent. There might be some discussion in committee, when they came to the questions of under what circumstances and under what regulations and restrictions this power should be exercised by the Court of King's Bench. But he thought their lordships would agree that the Bill should be given a second reading. The Bill was read a second time.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Farwell.
Monday, May 15	Mr. W. Leach	Mr. Jackson	Mr. Theed	Mr. King
Tuesday 16	Theed	Pemberton	W. Leach	Farmer
Wednesday 17	Greswell	Jackson	Theed	King
Thursday 18	Church	Pemberton	W. Leach	Farmer
Friday 19	Farmer	Jackson	Theed	King
Saturday 20	King	Pemberton	W. Leach	Farmer

Date	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.	Mr. Justice Warrington.
Monday, May 15	Mr. Beal	Mr. Church	Mr. R. Leach	Mr. Pemberton
Tuesday 16	Carrington	Greswell	Godfrey	Jackson
Wednesday 17	Beal	Church	R. Leach	Carrington
Thursday 18	Carrington	Greswell	Godfrey	Beal
Friday 19	Beal	Church	R. Leach	Godfrey
Saturday 20	Carrington	Greswell	Godfrey	R. Leach

COURT OF APPEAL.

EASTER SITTINGS, 1905.

(*Continued from p.* 465.)

FROM THE PROBATE AND DIVORCE DIVISION.

(General List.)

1905.

Constantinidi v **Constantinidi and Lance** appl of Applicant J Lance from judgt of The President, dated Dec 5, 1904 (s o by order, Feb 10, 1905) Jan 31

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(General List.)

1905.

In re James Brown, dec Brown v Jump and ors appl of defts from order of The Deputy Vice-Chancellor of the County Palatine of Lancaster, dated Oct 25, 1904 Jan 19

In re Edward Hulton, dec Sampson v Hulton and ors appl of defts from order of the Vice-Chancellor of the County Palatine of Lancaster, dated Jan 30, 1905 Feb 27

FROM THE KING'S BENCH DIVISION.

(In Bankruptcy.)

In re J Gillespie (ex pte The Bankrupt) No. 951 of 1904 from an order made by Mr Registrar Hope, dated 23rd March, 1905

In re H F S Webb (ex pte C A Wright, Trustee (No. 779 of 1904 from an order of Mr Justice Bigham, dated 25th Oct, 1904

FROM THE KING'S BENCH DIVISION.

For Hearing.

(Final List.)

1904.

Willett v **Simmonds** appl of pltff from judgt of Master Lord Dunboyne, dated Feb 17, 1904 (under Order 36, Rule 57) pt hd Oct 25, adjourned for settlement Feb 26

Sir Samuel Edward Scott, Bart, MP v **Robert Stanford Brown** appl of pltff from judgt of Mr Justice Joyce, dated Jan 18, 1904, without a jury, Middlesex (s o, pt hd, to go to official referee) March 11

The Attorney-General v **The London County Council and ors (Revenue Side)** appl of informant from judgt of Mr Justice Channell, dated June 28, 1904 July 28

In the Matter of an Arbitration between Marker and North and In the Matter of the Agricultural Holdings (England) Acts, 1883 to 1900 appl of Marker from award of Judge Beresford at Honiton County Court, Devonshire, dated Aug 16, 1904 (s o to go back to judge of court below) Sept 5

Imperial and Grand Hotels Co ld v **Guardians of Christchurch Union** appl of respts from judgt of the Lord Chief Justice and Justices Kennedy and Ridley, dated Nov 18, 1904 Dec 6

In the Matter of an Arbitration between Hucknall Urban District Council and South Normanton, &c, Gas Co appl of the Gas Co from judgt of Mr Justice Bray (special case), dated Dec 15, 1904 Dec 23

1905.

Armstrong v **Gibbs and anr** appl of pltff from judgt of The Lord Chief Justice, dated Dec 14, 1904, with a special jury, Middlesex Jan 3

Clark, Williams & Co v **Gray, Dawes, & Co and the New Zealand Shipping Co** appl of pltffs from judgt of Mr Justice Kekewich, dated Nov 30, 1904, without a jury, Middlesex Jan 5

Anti-Vibration Incandescent Lighting Co ld v **Crossley** appl of deft from judgt of Mr Justice Walton, dated Dec 17, 1904, without a jury, Liverpool Jan 10

In the Matter of the Arbitration Act, 1889, and In re an Arbitration between The Misses Bosworth and The Mayor, Aldermen and Burgesses of the Borough of Gravesend (respts) appl of applts from judgt of Mr Justice Bray, dated Dec 21, 1904 Jan 12

The Attorney-Gen (Informant) v **Sir Wroth Periam Lethbridge, Bart (*Revenue Side*)** appl of Informant from judgt of Mr Justice Phillimore, dated Dec 16, 1904 Jan 13

Fitz Roy v **Cave** appl of pltff from judgt of Mr Justice Lawrance, dated Dec 21, 1904, without a jury, Middlesex Jan 13

Wilson v **The Ocean Coal Co ld** appl of defts from judgt of the Lord Chief Justice and Justices Kennedy and Ridley, dated Jan 17, 1905 Jan 17

1904.

Workmen's Compensation Appeal Treharne v **The Ocean Coal Co ld** appl of applicant from award of County Court (Glamorganshire, Merthyr Tydfil), dated July 28, 1904 (to come on together, by order) Aug 16

1905.

Seymour (widow) v **Fielden** appl of pltff from judgt of Mr Justice Lawrance, dated Dec 21, 1904, without a jury, Middlesex Jan 27

Urban District Council of Teignmouth v **Slocombe** appl of deft from judgt of The Lord Chief Justice and Justices Kennedy and Ridley, dated Jan 13, 1905 Jan 27

In the Matter of the Devonport Corpn Water Act, 1902, and In the Matter of an Arbitration between The Devonport Water Co and the The Mayor, &c, of Devonport appl of the Devonport Water Co from judt of Mr Justice Phillimore, dated Jan 24, 1905 (special case) Feb 1

In re an Arbitration between the Devonport Water Co and the Devonport Corpn appl of the Devonport Corpn from judgt of Mr Justice Phillimore, dated Jan 24, 1905 (special case) Feb 2

Ruffle v **Whiffin and ors** appl of pltff from order of Mr Justice Grantham, dated Jan 21, 1905, without a jury, Ipswich Feb 2

Risdon Iron and Locomotive Works v **Furness** appl of pltffs from judgt of Mr Justice Kennedy, dated Jan 11, 1905, without a jury, Middlesex Feb 3

The Southern Coal Co of New South Wales ld v **G S Yuill & Co ld** appl of defts from judgment of Mr Justice Warrington, dated Jan 31, 1905, without a jury, Middlesex Feb 7

Wilson and ors v **Grant and ors** appl of pltffs from judgt of Mr Justice Ridley, dated Nov 28th, 1904, without a jury, Middlesex (security by consent, dated April 10) Feb 8

Clegg v **Wilson's Brewery ld** appl of defts from judgt of Mr Justice Walton, dated Feb 1, 1905, with a special jury, Salford, Lancaster Feb 14

Wulfert v **Rasch and anr** appl of defts from judgt of Mr Justice Walton, dated Jan 20 1905, without a jury, Middlesex Feb 15

Chapman v **Waring & Gillow ld** appl of defts from judgt of Mr Justice Darling, dated Feb 1, 1905, with a special jury, Middlesex, and cross-notice by pltff, dated March 24, 1905 Feb 16

Bannatyne v **Mac-Iver** appl of pltff from judgt of Mr Justice Grantham, dated Feb 6, 1905, without a jury, Middlesex Feb 17

Newman (trading, &c) v **British Oil Cake Mills ld** appl of plff from judgt of Mr Justice Ridley, dated Nov 22, 1904, Middlesex, and cross-notice by defts, dated March 1, 1905 Feb 18

Foster v **The Urban District Council of Warblington** appl of dfts from judgt of Mr Justice Walton, dated Jan 23, 1905, without a jury, Middlesex Feb 24

Lancaster & Cunningham ld v **Bloomer and ors** appl of defts from judgt of Mr Justice Darling, dated Feb 16, 1905, with a special jury, Middlesex Feb 25

The East Indian Ry Co v **The Secretary of State in Council of India** appl of pltffs from judgt of Mr Justice Jelf, dated March 1, 1905, without a jury, Middlesex, and cross-notice by deft, dated March 27, 1905 March 4

Greaves v **Curtis, Gardner, & Co and ors** appl of defts Henderson, Murray, & Co and Shepherd from judgt of Mr Justice Darling, dated Feb 23, 1905, with a special jury, Middlesex (security ordered) March 7

The Ocean Accident and Guarantee Corporation ld and ors v **The Ilford Gas Co** appl of the Ocean Accident, &c., from judgt of Mr Justice Darling, dated Feb 20, 1905 (jury discharged), Middlesex March 11

Simpson City Assets Co ld (and Quinlan liquidator of the said Co) v **Griffin** appl of deft from judgt of Mr Justice Jelf, dated March 9, 1905, with a common jury, Middlesex March 17

Spilsbury v **Ward and Lennon** appl of pltff from judgt of Mr Justice Warrington, dated March 9, 1905, without a jury, Middlesex March 17

In the Matter of the Agricultural Holdings (England) Acts, 1883 to 1900, and In the Matter of an Arbitration between Joseph Cundall (respt) and Sir W E J Vavasour, Bart (applt) appl of Sir W E J Vavasour (applt) from judgment of Judge Templer, dated March 8, 1905, County Court of Yorkshire, Tadcaster March 22

Waite v **Jennings** appl of deft from judgt of Mr Justice Darling, dated March 18, 1905, without a jury, Middlesex March 23

Palethorpe v **The Home Brewery Co** appl of defts from judgt of Mr Justice Farwell, dated March 1, 1905, Middlesex March 27

Stuckey v **Hooke** appl of deft from judgt of Mr Justice Warrington, dated March 20, 1905, without a jury, Middlesex March 30

Geary, Walker, & Co ld v **Walter Lawrence & Sons** appl of defts from judgt of Mr Justice Kennedy, dated March 28, 1905, without a jury, Middlesex April 6

Hickingbottom v **O'Gram** appl of deft from judgt of Mr Justice Ridley, dated March 30, 1905, without a jury, Leeds April 7

Percy v **King** appl of deft from judgt of Mr Justice Grantham, dated Feb 25, 1905, without a jury, Middlesex April 12

Rumball v **Bunting** appl of pltff from judgt of Mr Justice Channell, dated March 11, 1905, without a jury, Middlesex April 12

The Agricultural Holdings, England, Acts, 1883 to 1900 In the Matter of an Arbitration between John Smith (Tenant) and the Duke of Devonshire (Landlord) appl of J Smith from judgt of His Honour Judge Court of Middlesex, Brentford, dated April 7, 1905 April 14

Snepp v Fairweather and ors appl of deft J Ridley from judgt of Mr Justice Bigham, dated March 31, 1905, without a jury, Middlesex April 17

Weeks v Weeks appl of pltff from judgt of Mr Justice Lawrance, dated Feb 22, 1905, without a jury, Bristol April 17

Bassan v Taylor appl of deft from judgt of Mr Justice Darling, dated April 10, 1905, with a common jury, London April 19

Guardians, &c, of Southwark Union v Taylor appl of The Southwark Guardians from the judgt of The Lord Chief Justice and Justices Kennedy and Ridley, dated April 12, 1905 April 19

Webb v Torquay Racecourse Co ld appl of pltff from judgt of The Lord Chief Justice and Justices Kennedy and Ridley, dated Jan 19, 1905 April 19

FROM THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION (ADMIRALTY).

FOR HEARING.

With Nautical Assessors.

(Final List.)

1904.

Colardo—1904—Folio 59 Hill and ors (SS Boston City) v Wilson & Sons & Co ld (damage) appl of pltffs from judgt of The President, dated July 29, 1904 Aug 12

1905.

Oravia—1904—Folio 438 The Owners of the Steamship Nereus and the Owners of the Cargo now or lately therein v The Owners of the Steamship Oravia appl of defts from judgt of Mr Justice Barnes, dated Feb 1, 1905 Feb 24

Suffolk—1903—Folio 238 James Westoll and ors Owners of the Steamship Virent v Owners of the Steamship Vessel Suffolk appl of pltff from judgt of Mr Justice Bargrave Deane, dated Feb 8, 1905 March 13

Bearn—1904—Folio 32 The Compagnie Maritime de la Seine, the Owners of the Steamship Bearn v The Shoreham Harbour Trustees and the London, Brighton and South Coast Ry Co (damage) appl of The Shoreham Harbour Trustees (some of the defts) from judgt of Mr Justice Bargrave Deane, dated March 31, 1905 April 10

Bearn—1904—Folio 32 The Compagnie Maritime de la Seine, the Owners of the Steamship Bearn v The Shoreham Harbour Trustees and the London, Brighton and South Coast Ry Co (damage) appl of the London, Brighton and South Coast Ry Co (some of the defts) from judgt of Mr Justice Bargrave Deane, dated March 31, 1905 April 10

FROM THE KING'S BENCH DIVISION.

(New Trial Paper.)

1904.

Denaby and Cadeby Main Collieries ld v Yorkshire Miners' Association George Cragg and ten others appln of defts Wadsworth, Parrott, Frith and Hall for judgt or new trial on appl from verdict and judgt, dated Feb 13, 1904, at trial before Mr Justice Lawrance and a special jury, Middlesex part heard Feb 20 Same v Same appln of defts Yorkshire Miners Association, Cragg, Smith and Kaye for judgt or new trial on appl from verdict and judgt, dated Feb 13, 1904, at trial before Mr Justice Lawrance and a special jury, Middlesex part heard Feb 20

Tavistock Rural District Council v Duke & Co ld appln of defts for judgt or new trial on appl from verdict and judgt, dated June 28, 1904, at trial before Mr Justice Ridley and a special jury, Exeter Aug 6

Partridge v Stephney, Myer, & Co appln of deft for judgt or new trial on appl from verdict and judgt, dated Aug 11, 1904, at trial before Mr Justice Lawrance and a special jury, Worcester, and cross-notice by pltff, dated Nov 3, 1904 (s o not before May 10) Nov 1

Suter v The London Road Car Co appln of defts for judgt or new trial on appl from verdict and judgt, dated Nov 14, 1904, at trial before Mr Justice Lawrance and a common jury, Middlesex Nov 29

Thomas Cameron v H Greenfield and W Fallas and William Fallas v T Cameron and H Greenfield appln of W Fallas for judgt or new trial on appl from verdict and judgt, dated Dec 9, 1904, at trial before Mr Justice Ridley and a common jury, Middlesex Dec 30 Same v Same appln of W Fallas for judgt or new trial on appl from verdict and judgt, dated Dec 9, 1904. at trial before Mr Justice Ridley and a common jury, Middlesex Dec 30

1905.

Harrop v Ramsden appln of pltff for judgt or new trial on appl from verdict and judgt, dated Dec 10, 1904, at trial before Mr Justice Darling and a special jury, Leeds (security ordered) Jan 2

Graham v Ramuz appln of deft for judgt or new trial on appl from verdict and judgt, dated Oct 24, 1904, at trial before Mr Justice Phillimore and a special jury, Middlesex Jan 20

Preston v Heffer appln of deft for judgt or new tried on appl from verdict and judgt, dated Jan 23, 1905, at trial before Mr Justice Jelf and a common jury, Middlesex Jan 27

Simon v Gluck & Co appln of pltff for judgt or new trial on appl from verdict and judgt, dated Jan 23, 1905, at trial before Mr Justice Channell and a special jury, Middlesex Jan 31

Boyle v Fox appln of deft for judgt or new trial on appl from verdict and judgt, dated Feb 1, 1905, at trial before Mr Justice Darling and a special jury, Middlesex Feb 8

Chaproniere v Mason appln of pltff for judgt or new trial on appl from verdict and judgt, dated Feb 2, 1905, at trial before Mr Justice Jelf and a common jury, Middlesex Feb 8

Holt v The Lancashire and Yorkshire Ry Co appln of defts for judgt or new trial on appl from verdict and judgt, dated Feb 8, 1905, at trial before Mr Justice Walton and a special jury, Salford Division, Lancaster Feb 17

Jackson v Waterhouse appln of deft for judgt or new trial on appl from verdict and judgt, dated Feb 9, 1905, at trial before Mr Justice Walton without a jury, Manchester Feb 20

Brendon v N Hughes & Co ld appln of defts for judgt or new trial on appl of verdict and judgt, dated Feb 11, 1905, at trial before The Lord Chief Justice and a common jury, Oxford Feb 27

Joyce v Grand Hotel, Monte Carlo, ld appln of defts for judgt or new trial on appl from verdict and judgt, dated Feb 22, 1905, at trial before Mr. Justice Grantham and a special jury, Middlesex March 1

Altherton v The London and North Western Ry Co appln of defts for judgt or new trial on appl from verdict and judgt, dated Feb 21, 1905, at trial before Mr Justice Walton and a special jury, Liverpool March 1

The Gold Coast Development Syndicate ld v The Tarkwa Banket Mining Syndicate ld and ors appln of pltffs for judgt or new trial on appl from verdict and judgt, dated Feb 17, 1905. at trial before Mr Justice Grantham and a special jury, Middlesex March 3

Whidbourne v Smith appln of deft for judgt or new trial on appl from verdict and judgt, dated Feb 27, 1905, at trial before Mr Justice Grantham and a special jury, Middlesex March 6

Hallett and ors v Miller appln of deft for judgt or new trial on appl from verdict and judgt, dated Feb 21, 1905, at trial before Mr Justice Channell and a common jury, Kent March 9

McCarthy v Kennedy appln of pltff for judgt or new trial on appl from verdict and judgt, dated March 7, 1905, at trial before Mr Justice Darling and a special jury, Middlesex March 16

Harris v Singleton appln of deft for judgt or new trial on appl from verdict and judgt, dated March 16, 1905, at trial before Mr Justice Lawrance and a special jury, Middlesex March 24

Ogden & Smith v The Gas Light and Coke Co appln of defts for judgt or new trial on appl from verdict and judgt, dated March 17, 1905, at trial before Mr Justice Darling and a special jury, Middlesex March 24 Smith v Same appln of defts for judgt or new trial on appl from verdict and judgt, dated March 17, 1905, at trial before Mr Justice Darling and a special jury, Middlesex (consolidated actions) March 24

Duke of Devonshire v Gwynne appln of pltff for judgt or new trial on appl from verdict and judgt, dated March 21, 1905, at trial before Mr Justice Channell and a special jury (discharged), Lewes March 25

Consolidated London Properties ld v London Share and Debenture Co ld appln of pltffs for judgt or new trial on appl from verdict and judgt, dated March 17, 1905, at trial before Mr Justice Warrington (additional Judge), Middlesex March 25

Walley v The Great Central Ry Co appln of defts for judgt or new trial on appl from verdict and judgt, dated Feb 15, 1905, at trial before Mr Justice Phillimore and a common jury, Leicester March 29

A H Midwood & Co ld v The Lord Mayor, &c, of the City of Manchester appln of pltffs for judgt or new trial on appl from verdict and judgt, dated March 23, 1905, at trial before Mr Justice Lawrance and a special jury, Middlesex March 30

Weiss v House Property and Investment Co ld appln of defts for judgt or new trial on appl from verdict and judgt, dated March 24, 1905, at trial before Mr Justice Lawrance and a special jury, Middlesex March 31

Francis Walton & Co ld v Topakyan and ors appln of deft Sidney Marler for judgt or new trial on appl from verdict and judgt, dated March 18, 1905, at trial before Mr Justice Walton and a common jury, Middlesex April 1 Francis Walton & Co ld v G H Topakyan, Hagop Kevorkian and Sidney Marler appln of deft Hagop Kevorkian for judgt or new trial on appl from verdict and judgt, dated March 18, 1905, at trial before Mr Justice Walton and a common jury, Middlesex April 1

Fraser v Edwards appln of deft for judgt or new trial on appl from verdict and judgt, dated March 30, 1905, at trial before Mr Justice Darling and a special jury, Middlesex April 5

Carey (widow) v London General Omnibus Co ld appln of pltff for judgt or new trial on appl from verdict and judgt, dated March 17, 1905, at trial before Mr Justice Phillimore and a common jury, Middlesex April 6

Farman and anr v Pollock and anr appln of deft Pollock for judgt or new trial on appl from verdict and judgt, dated March 23, 1905, at trial before Mr Justice Wills and a special jury, Middlesex April 11

Beard v The London United Tramways (1901) ld appln of defts for judgt or new trial on appl from verdict and judgt, dated April 5, 1905, at trial before Mr Justice Darling and a common jury, Middlesex April 12

Calcott v Eccles appln of deft for judgt or new trial on appl from verdict and judgt, dated March 27, 1905, at trial before The Lord Chief Justice and a special jury, Middlesex April 13

Grant v Bespoke Tailoring Co appln of deft for judgt or new trial on appl from verdict and judgt, dated April 6, 1905, at trial before Mr Justice Grantham and a special jury, Middlesex April 13

Price v Davis appln of deft for judgt or new trial on appl from verdict and judgt, dated April 6, 1905, at trial before Mr Justice Walton and a common jury, Middlesex April 14

Powell (widow) v Reis appln of pltff for judgt or new trial on appl from verdict and judgt, dated March 31, 1905, at trial before Mr Justice Darling and a common jury, Middlesex April 14

Swift Cycle Co ld v O'Brien & O'Brien ld appln of defts for judgt or new trial on appl from verdict and judgt, dated April 11, 1905, at trial before Mr Justice Lawrance and a special jury, Middlesex April 19

Gowen v J J Musto & Co appln of pltff for judgt or new trial on appl from verdict and juegt, dated April 12, 1905, at trial before Mr Justice Lawrance and a special jury, Middlesex April 20 Marlow v Same appln of pltff for judgt or new trial on appl from verdict and judgt,

dated April 12, 1905, at trial before Mr Justice Lawrance and a special jury, Middlesex April 20

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

1904.

In re The Arbitration Act, 1889, and In re a pending Arbitration between S Pearson & Son ld v The Great Western Railway Co appl of Pearson & Son ld from order of Mr Justice Jelf, dated Dec 16, 1904 Dec 20

In the Matter of the Arbitration Act, 1889, and in the Matter of a pending Arbitration between S Pearson & Sons and The Great Western Railway appl of The Great Western Railway from order of Mr Justice Jelf, dated Dec 16, 1904 Dec 24 Same v Same appl of The Great Western Railway from order of Mr Justice Jelf, dated Dec 16, 1904 Dec 24

1905.

Wells and The New London Discount Co, in liquidation v Murray and ors appl of deft R F Fletcher from order of Mr Justice Bucknill, dated March 7, 1905 March 13

1904.

In the Matter of an Arbtn between Idiens & Sons ld v Bosman appl of Idiens & Sons ld from order of the Lord Chief Justice and Justice Kennedy, dated July 1, 1904 (restored March 27, 1905) July 12

1905.

S Straker & Sons v The London Society of Compositors and ors appl of pltffs from order of Mr Justice Bucknill, dated March 22, 1905, and cross notice by defts, dated March 30, 1905 April 4

Bank of British West Africa ld v Davies appl of deft from order of Mr Justice Bucknill, dated April 3, 1905 April 10

Schloss Bros v Stevens appl of pltffs from order of Mr Justice Channell, dated April 5, 1905 April 12

Trower v Goldsmid and ors appl of defts from order of Mr Justice Bucknill, dated April 14, 1905 April 15

Weinberg v Ogdens ld appl of defts from order of Mr Justice Bucknill, dated April 14, 1905 April 18

Inrig v Boulton and ors appl of pltff from order of Mr Justice Bucknill, dated April 4, 1905 April 18

Mutzenbecher and ors v La Aseguradora Espanalo appl of defts from order of Mr Justice Bucknill, dated April 11, 1905 April 19

Rigby v Cox appl of deft from order of Mr Justice Bucknill, dated April 8, 1905 April 20

Wellstead v Harris appl of deft from order of Mr Justice Bucknill, dated April 13, 1905 April 20

In re The Workmen's Compensation Act, 1897.

FROM COUNTY COURTS.

1903.

Williams v Brintons ld appl of respts from award of County Court (Worcestershire, Kidderminster), dated Oct 13, 1903 pt hd (s o until after judgt in House of Lords in "Turveys v Brinton") by order Oct 28

1904.

Jones v Raine & Sons appl of respts from award of County Court (Durham, Sunderland), dated Feb 17, 1904 (s o until after judgt in House of Lords in "Royston v Granger") by order Feb 27

Treharne v The Ocean Coal Co ld appl of applt from award of County Court (Glamorganshire, Merthyr Tydfil), dated July 28, 1904 (to come on with No 13, King's Bench Final List, by order) Aug 16

Withinshaw & Sons v Bailey appl of applicants from award of County Court (Staffordshire, Newcastle-under-Lyme), dated Oct 11, 1904 (s o until after Judgment in the House of Lords in "Turveys v Brinton," by order) Oct 28

Chivers v Keen appl of respt from award of County Court (Surrey, Wandsworth), dated Nov 28, 1904 (s o for settlement) Dec 8

Sharp v Johnson & Co ld appl of applicant from award of County Court (Kent, Greenwich), dated Nov 25, 1904 Dec 15

Robert Lake (the younger) v The North Eastern Ry Co appl of respts from award of County Court (Northumberland, Newcastle-on-Tyne), dated Dec 15, 1904 Dec 31

1905.

Stearman v Land appl of respt from appl of County Court (Norfolk, Aylsham), dated Dec 16, 1904 Jan 5

Brine v H Corry & Son appl of applicant from award of County Court (Middlesex, Marylebone), dated Dec 19, 1905 Jan 9

Rogers v Peun appl of applicant from award of County Court (Surrey, Lambeth), dated Dec 22, 1904 Jan 12

Baines v Stone Hall Quarry Co appl of respt from award of County Court (Yorkshire, Bradford), dated Dec 30, 1904 Jan 17

Barras v Christie appl of applicant from award of County Court (Durham, South Shields), dated Jan 5, 1905 Jan 24

Back v Dick Kerr & Co ld appl of respts from award of County Court (Devonshire, Exeter), dated Jan 12, 1905 Jan 26

Challis v London and South Western Ry Co appl of applicant from award of County Court (Hampshire Basingstoke), dated Jan 14, 1905 Jan 26

Howells v Davies & Thomas appl of respts from award of County Court (Glamorganshire, Pontypridd), dated Jan 13, 1905 Feb 2

Henshaw v The Burry Ry Co appl of respts from award of County Court (Glamorganshire, Pontypridd), dated Jan 18, 1905 Feb 3

Wilks v Dowell & Co ld appl of applicant from award of County Court (Kent, Greenwich), dated Jan 13, 1905 Feb 3

Nicholls v Bishop appl of applicant from award of County Court (Warwickshire, Birmingham), dated Jan 20, 1905 Feb 8

Davis v The Oxfordshire Steam Ploughing Co appl of respt from award of County Court (Buckinghamshire, Aylesbury), dated Feb 8, 1905 Feb 16

Lomes v Holmes & Co appl of applicant from award of County Court (Yorkshire, Kingston upon Hull), dated Feb 3, 1905, and cross-notice by respt co, dated March 7, 1905 March 7

Brook v J M & J Sharman appl of applicant from award of County Court (Yorkshire, Bradford), dated Feb 14, 1905 March 8

Walker (widow) v The Proprietors of the Standard Newspaper appl of respts from award of County Court (Middlesex, City of London Court), dated March 10, 1905 March 25

Steel v Cammell, Laird, & Co ld appl of respts from award of County Court (Cheshire, Birkenhead), dated March 7, 1905 March 27

Wilson v London and Rochester Barge Co appl of applicant from award of County Court (Kent, Rochester), dated March 7, 1905 March 28

Selkirk v Smith appl of respt from award of County Court (Yorkshire, Pocklington), dated March 17, 1905 April 4

Clark v Wade, Sons, & Co ld appl of respts from award of County Court (Yorkshire, Kingston upon Hull), dated March 17, 1905 April 4

Johnson v Marshall, Son, & Co ld appl of applicant from award of County Court (Lincolnshire, Gainsborough) dated March 16, 1905 April 4

Marshall v The East Holywell Coal Co ld appl of applicant from award of County Court (Northumberland, North Shields), dated March 16, 1905 April 7

Gorley v The Owners of Backworth Collieries appl of applicant from award of County Court (Northumberland, North Shields), dated March 16, 1905 April 7

Case v Colonial Wharves ld appl of applicant from award of County Court (Middlesex, Whitechapel), dated March 23, 1905 (security ordered) April 10

Sayers v Masson, Scott, & Co ld appl of respts from award of County Court (Surrey, Wandsworth), dated March 27, 1905 April 15

Beynon and ors v Rowland appl of respt from award of County Court (Glamorganshire, Swansea), dated March 28, 1905 April 18

Buckingham v The Mayor, Aldermen and Burgesses of the Metropolitan Borough of Fulham appl of applicant from award of County Court (Middlesex, Brompton), dated April 4, 1905 April 19

N.B.—The above List contains Chancery, Palatine, and King's Bench Final and Interlocutory Appeals, &c, set down to April 20th, 1905.

The Property Mart.

Sales of the Ensuing Week.

May 16.—Messrs. JAMES and SIDNEY MOTION, at the Mart, at 12*f* or 1 o'clock, the following Freehold and Leasehold Properties at Upper Tulse-hill: Freehold Residence, let at £70 per annum; Freehold Residence, let at £70 per annum; detached Residence, let at £100 per annum; detached Residence, let at £75 per annum; detached Residence, let at £50 per annum; detached Residence, let at £55 per annum. Broadcasbury: Freehold Residence, let at £3 5s. per month, and Freehold Residence, let at £3 per month. Solicitors, Messrs. Routh, Stacey, & Castle, London. (See advertisement, May 6, p. iv.)

May 17. Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2: Broadstairs: Freehold, producing £112 per annum. Farringdon-road: Freehold Building Site, area 3,000 feet. Croydon: Freehold Detached Residence. Hampshire: Locks Heath Estate, 160 acres of Freehold Land, offering sites for Country Residences; also a Modern Residence, with stabling and pleasure grounds; in One or Three Lots. Hornsey-road: Freehold Ground-rents £37, reversion in 46 years.

May 18.—Messrs H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

REVERSIONS:

To One-half of a Trust Estate, value £7,350, in certain proportions on the dropping of 11 lives. Solicitors, Messrs. Lowless & Co., London.

To One-fifth of a Trust Fund, value £3,700; gentleman aged 80. Solicitors, Messrs. Capel-Cure & Ball, London.

To One-half of a Trust Fund, value £7,800; gentleman aged 53. Solicitors, Messrs. Sp-echley, Mumford, & Craig, London.

To a Freehold House at Deptford, value £350, and to One-fourth of Residuary Estate, estimated at £900; lady aged 53. Solicitor, Maurice Mosely, Esq., London.

To One-eighth of a Trust Fund, represented by Railway Stocks, value £2,800; lady aged 78, provided a gentleman aged 26 survive her. Solicitors, Messrs. Taylor, Rowley, & Lewis, London.

To One-eighth of a Trust Fund, represented by India Stock and Freehold Properties, value £8,000; gentleman aged 57; also to One-eighth of a similar Trust Fund, value £2,250; receivable on the decease of survivor of above and gentleman aged 53. Solicitor, Arthur Pyke, Esq., London.

POLICIES for £1,000, £1,000, £1,000, £1,000, £500, £250, £250, £250, £200, £150. Solicitors, Messrs Habershon, Watts, & Habershon Woolwich; Messrs. Ellerton & Son; Messrs. Capel-Cure & Ball; Messrs. Miget, Harvie, May, & Co; Messrs. Young & Sons, all of London.

10 £100 4 per Cent. Debentures in H. R. Baines & Co. (Limited) ("Graphic" and "Daily Graphic"); Saxon Portland Cement Co. (Limited), 2,000 £1 Preference Shares.

(See advertisements, this week, back page.)

Winding-up Notices.

London Gazette.—FRIDAY, May 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-EGYPTIAN COLD STORAGE SYNDICATE, LIMITED—Petn for winding up, presented May 3, directed to be heard May 16. Tatham & Lousada, Old Broad st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 15

CUBITT TOWN WHARVES AND SAW MILLS, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before June 17 to send their names and addresses, and particulars of their debts or claims, to Walter Duval Goatly, 110, Cannon st

EDWARD WEBB & CO, LIMITED—Creditors are required, on or before May 30, to send their names and addresses, and the particulars of their debts or claims, to William Thomas Hopkins, Monument bldgs, Monument sq

JOHN WARNOCK & CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 27, to send their names and addresses, and the particulars of their debts or claims, to

John Henry Trease, Parade chmbrs, South parade, Nottingham. Wells & Hind, Nottingham, solors for liquidator

LOCK & GRANT, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before June 5, to send their names and addresses, and particulars of their debts or claims, to Ernest Edward Sparshott, 71, Colmore row, Birmingham

PALMERSTON INDUSTRIAL AND FINANCE CORPORATION, LIMITED—Petn for winding up, presented April 17, directed to be heard May 3. Bullock, London wall, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 15

W H PARSONS, LIMITED—Creditors are required, on or before May 21, to send their names and addresses, and the particulars of their debts or claims, to Thos Bradley, Camomile st chmbrs, Bishopsgate

WILLIAM FLETCHER, LIMITED—Creditors are required, on or before June 5, to send their names and addresses, and the particulars of their debts or claims, to Robert Clover and John Mclaren, 70, Commercial rd, Portsmouth. Blake & Co, Portsmouth, solors for liquidators

WILLIAMSON & SONS, LIMITED—Petn for winding up, presented April 15, directed to be heard at Edmonton May 15. Timbrell & Deighton, King William st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 13

London Gazette.—TUESDAY, May 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AMERICAN PLASMON SYNDICATE, LIMITED Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to Arthur G H Southern, 43, Threadneedle st. Ingle & Co, Broad st House, solors for liquidator

CRISP & CO, LIMITED—Creditors are required, on or before June 17, to send in their names and addresses, and particulars of their claims and debts, to William Herbert Chantrey, 57, Moorgate st. Gery, Walbrook, solor to liquidator

SIMPSON, READ, & AUSTIN, LIMITED—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to Charles Richards, Cobden chmbrs, Corporation st, Birmingham. Smith, Birmingham, solor for liquidator

SMITH, COUCH, & CO, LIMITED— Petn for winding up, presented May 2, directed to be heard at the Court House, Upper Edmonton, June 5, at 2 Davies, Strand, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 3

STONE BROTHERS, LIMITED, Brightlingsea—Creditors are required, on or before May 23, to send their names and addresses, and the particulars of their debts or claims, to F. Compton, Church st North, Colchester

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 5.

BEASANT, HENRY, Malmesbury, Wilts, Haulier June 9 Clark & Smith, Malmesbury

BREVOR, ANN, Nottingham June 5 Dowson & Wright, Nottingham

BELL, JOHN, Gt Yarmouth May 13 Chamberlin, Gt Yarmouth

BIRD, EMMA MORGAN, Ambler rd, Finsbury Park May 22 Batchelor & Co, Pancras ln, Queen st

BODNUM, WILLIAM, Leyton, Essex May 27 Freeman, Leyton

CHADWICK, EDWARD, Oldham June 3 Chadwick, Oldham

CHEESBOUGH, WILLIAM, Langwathby, Cumberland, Yeoman June 10 Arnison & Co, Penrith

CLOUGH, SAMUEL, West Gorton, Manchester, Engine Driver June 6 Ledgard & Street, Manchester

COCKBAIN, MARK, Keswick, Cumberland June 10 Lowthian, Keswick

COOKE, WILLIAM, Abergavenny, Mon, Painter May 31 Baker, Abergavenny

COOPER, GEORGE, Heigham, Norwich June 2 Goodchild, Norwich

CORBIN, MARY ANNA SPARKES, Slough May 23 Prior, Colchester

CROFTON, SARAH, West Cromwell rd, Kensington June 19 Hollams & Co, Mincing ln

CROLE, ANN AMELIA, Guernsey June 17 Tyler, Gracechurch st

CROSSMAN, VERONICA MATHILDE, Hambrook, Glos June 15 Crossman & Co, Thornbury, RSO, Glos

DONALD, HENRY CECIL, Malvern, Worcester May 24 Bubb & Co, Cheltenham

DUMBLETON, ARTHUR NORRIS, Ringwood, Hants June 5 Beachcroft & Co, Theobald's rd

DYSON, HUMPHREY, Oversley Ford, Wilmslow, Chester June 24 Rylance & Sons, Manchester

EVERSHED, JOSEPH, Harringay villas, Hornsey June 3 Guillaume & Sons, Saliabury sq

FISHER, MARY, St Helens May 30 Fox, St Helens

FULLER, MARY ANN, Hove, Sussex May 26 Wilkinson & Son, Bermondsey st

GRAEFE, MARY JANE, Withington, Manchester June 10 Hill, Manchester

GRAHAM, MARGARET, Sheriff Hutton Park, nr York May 27 Clarkson & Buckley, Halifax

GREATREX, MARY ANN, Cosham, Hants June 8 Edmonds, Portsmouth

GRIFFITH-BOSCAWEN, Capt BOSCAWEN TREVOR, Trevallyn Hall, Denbigh June 5 Barker & Rogerson, Chester

HARPER, HENRY, Aston, Warwick, Chandelier Manufacturer June 5 Price, Birmingham

HARRISON, GEORGE, Billingham, Durham, Farmer June 10 Watson, Stockton on Tees

HARRISON, PETER, Belton, Lincs May 31 Andrews, Doncaster

HEDLEY, MAY FLORENCE, Manchester May 15 Lees, Birkenhead

HENDERSON, WILLIAM, Tow Law, Durham, Miller June 7 Wellford & Jackson, Consett

JACKSON, WILLIAM, Barnsley June 5 Carrington & Co, Barnsley

JOHNSON, JAMES, Blackpool May 24 Chadwick, Rochdale

LEAVER, JAMES, Blackburn, Draper June 14 Southworth, Fountain st, Manchester

LENNARD, JANE, Madeley rd, Ealing June 30 Buttle, Basinghall st

LEWIS, MARGARET, Farnborough June 1 Foster & Wells, Aldershot

LIEVESLEY, WILLIAM HENRY, Gainsborough June 1 Forrest, Gainsborough

MCJULLY, HARRIET, York, Tobacconist June 30 Turner, York

MANN, JOSEPH PROCTER, Moreton in Marsh, Glos June 13 Leslie & Hardy, Bedford row

MARSHALL, GLOSTER, Gt Tower st May 16 Sutton, Dowgate hill

MIMMS, JOHN, Gt Berkhampstead, Herts, Mason May 31 Pettit & Co, Leighton Buzzard

MORGAN, GWENLLIAN, Senny Bridge, Brecon June 17 Morgan & Upjohn, Holborn viaduct

NEAME, ELIZABETH SARAH, Canterbury May 26 Furley & Furley, Canterbury

PHILLIPS, WILLIAM, Harborne, Staffs June 4 Lowe & Jolly, Birmingham

RAMSEY, AGNES PRICE, Fowey, Cornwall June 20 Graham & Graham, Fowey, Cornwall

RICKABY, ALFRED AUSTIN, Sunderland, Engineer June 16 Storey & Son, Sunderland

ROBERTS, FREDERICK, Handsworth, Staffs May 18 Lowe & Jolly, Birmingham

ROBINSON, FANNY HANNAH, Upper Bognor, Sussex June 3 Stafforth, Bognor

ROSE, EVANDER SOPHIA, Via Beggio, Lucca, Italy June 6 Jeboult, Walbrook

SENIOR, ARTHUR JOHN, Doncaster, Sand Merchant May 31 Andrews, Doncaster

SQUIBB, Rev GEORGE MEYLER, Clothall Rectory, nr Baldock, Herts June 10 Vanderpump & Eve, Philpot ln

STAIT, JAMES LANCELOT, Weech rd, West Hampstead June 3 Cooper & Bake, Portman st, Portman sq

TAYLOR, SARAH ANN, Sunderland May 19 Burnicle & Morton, Sunderland

TOMLINSON, JOHN, Whitehaven, Stamp Distributer May 24 Thompson, Whitehaven

TWIVEY, EDWARD, Nether Edge, Sheffield, Licensed Victualler July 28 Broomhead & Co, Sheffield

VOLLER, GEORGE, Millbrook, Southampton, Farmer May 26 Lamport & Co, Southampton

WATERS, JOHN, Sunderland June 16 Storey & Son, Sunderland

WATKINS, MARY, Abergavenny, Innkeeper May 31 Baker, Abergavenny

WEBBER, JOHN, Brompton Regis, Dulverton, Somerset June 2 Robins & Clark, High st, Hornsey

WESTERMAN, FANNY BROOKE, Sandal Magna, nr Wakefield June 12 E & T Clark, Snaith, Yorks

WHITE, BENJAMIN JULIUS, sen, Chislehurst, Builder June 15 Whale, Woolwich

WHITE, BENJAMIN JULIUS, jun, Chislehurst, Builder June 15 Whale, Woolwich

WILLIAMS, HUGH, Troedyrhiw, Merthyr Tydfil, Glam, Mason June 2 Jones & Co, Merthyr Tydfil

WONDERS, THOMAS, Newbiggin by the Sea, Northumberland June 3 Hoyle, Newcastle on Tyne

WOOLRICH, ELIZABETH, Allington Hall, Denbigh, Farmer June 1 Brassey, Chester

WRIGHT, MARY JANE, Southport June 1 Fox, St Helens

WRIGHT, SARAH, Chapel en le Frith, Derby June 3 Chambers, Denton, nr Manchester

Bankruptcy Notices.

London Gazette.—FRIDAY, May 5.

RECEIVING ORDERS.

ALLEN, HARRY, Belvedere, Kent, Butcher Rochester Pet May 2 Ord May 2

ATKINSON, HARRY GORDON, Bucklersbury, Millboard Manufacturer High Court Pet April 10 Ord May 1

BECKER, GEORGE, Union ct, Old Broad st, Merchant High Court Pet March 31 Ord May 1

BIRD, WILLIAM, Worcester, Licensed Victualler Worcester Pet May 3 Ord May 3

BIRD, WILLIAM, Bath st, City rd, Boot Dealer High Court Pet April 17 Ord May 1

BIRKETT, HENRY ARTHUR, Holborn, Commercial Traveller High Court Pet May 3 Ord May 3

BODDINGTON, E ASHLEIGH, Ebury st, Financial Agent High Court Pet April 13 Ord May 1

BOARDMAN, EDWARD, St George's, Bristol Grocer Bristol Pet April 29 Ord May 3

BOOTH, WALTER JOHN, Liverpool rd, Islington, Corn Merchant High Court Pet March 31 Ord May 1

BURRIDGE, JOSEPH KERRIDGE, Portsmouth, Fish Fryer Portsmouth Pet May 3 Ord May 3

CASH, EMILY, Birmingham, Dressmaker Birmingham Pet April 29 Ord May 1

CHEESBROUGH, ARTHUR, and HARRY CHEESBROUGH, Allerton Bywater, nr Castleford, Yorks, Butchers Wakefield Pet May 2 Ord May 2

COCHRANE, ARTHUR DOUGALL, Oxford st High Court Pet April 6 Ord May 1

COLLARD, HERBERT NEWMAN, ERNEST COURTNEY KENNY, and WILLIAM RALPH WILFRID KENNY, East Liss, Hants, Market Gardeners Portsmouth Pet May 2 Ord May 2

COWLING, WALTER, Swinefleet, RSO, Yorks, Dock Labourer Wakefield Pet May 2 Ord May 2

DALTON, FRANK, Buxton, Derby, Joiner Stockport Pet May 2 Ord May 2

EALES, KATE, Cheltenham Cheltenham Pet April 29 Ord April 29

EVANS, THOMAS, Llanfarian, nr Aberystwyth, Coal Merchant Aberystwyth Pet May 2 Ord May 2

FARRER, CHARLES RICHARD, Birmingham, Fancy Dealer Birmingham Pet May 2 Ord May 2

HARGREAVES, GEORGE THOMAS, Barmborough, nr Doncaster, Labourer Sheffield Pet May 3 Ord May 3

HARLAND, GEORGE EDWARD, Bradford, Upholsterer's Clerk Bradford Pet May 1 Ord May 1

HARRIS, ARTHUR JOHN, Bristol, Glass Dealer Bristol Pet May 2 Ord May 2

HARTLEY, HARRY, Castleford, Yorks, Miner Wakefield Pet May 1 Ord May 1

HARTT, ALBERT, Newton le Willows, Lancs, Cotton Merchant Manchester Pet April 18 Ord May 1

JEFFRIES, JOHN JAMES WALTER, Barrow in Furness, Labourer Barrow in Furness Pet April 29 Ord April 29

JOHNSON, WALTER, Longsight, Manchester, Plumber Manchester Pet May 3 Ord May 3

LEACH, WILLOUGHBY, Woolfold, Bury, Lancs, Operative Dyer Bolton Pet May 2 Ord May 2

LITTLECHILD, HENRY, Walsoken, Norfolk, Boot Dealer King's Lynn Pet May 2 Ord May 2

MAGGS, ALFRED ERNEST, Knowle, Bristol, Carpenter Bristol Pet May 1 Ord May 1

MARTIN, JAMES WILSON, Liverpool, Machinery Broker Liverpool Pet April 10 Ord May 2

PEARSON, ELIZABETH SHELTON, Pokesdown, Bournemouth, General Draper Poole Pet May 1 Ord May 1

RANDALL, FRANK ERNEST, Littlehampton, Sussex Brighton Pet May 3 Ord May 3

REA, THOMAS, Bromyard, Hereford, Baker Worcester Pet May 3 Ord May 3

REYNOLDS, WILLIAM, Maidstone, Builder Maidstone Pet May 2 Ord May 2

SHEPPARD, HENRY JOHN, Cheltenham, Builder Cheltenham Pet April 29 Ord May 2

SMITH, FRED AUGUSTUS FOLEY, Chew Magna, Somerset, Baker Wells Pet May 3 Ord May 3

STARKEY, JOHN, Pelsall, Staffs Walsall Pet April 28 Ord April 28

STEELE, GEORGE HENRY, Longton, Butcher Stoke upon Trent Pet May 1 Ord May 1

WALTER, JAMES VICTOR, Southsea, Hants, Pork Butcher Portsmouth Pet May 3 Ord May 3

Amended notice substituted for that published in the London Gazette of April 21:

PERKINS, RICHARD WOODHOUSE, Bromley Croydon Pet Aug 31 Ord April 18

FIRST MEETINGS.

ALLEN, HARRY, Belvedere, Kent, Butcher May 29 at 11.30 115, High st, Rochester

ATKINSON, HARRY GORDON, Bucklersbury, Millboard Manufacturer May 18 at 12 Bankruptcy bldgs, Carey st

BECKER, GEORGE, Union ct, Old Broad st, Merchant May 18 at 11 Bankruptcy bldgs, Carey st

BENGER, CHARLES, Waunilwyd, Mon, Greengrocer May 15 at 3 135, High st, Merthyr Tydfil

BIRD, WILLIAM, Bath st, City rd, Boot Dealer May 15 at 11 Bankruptcy bldgs, Carey st

BODDINGTON, E ASHLEIGH, Ebury st, Financial Agent May 16 at 1 Bankruptcy bldgs, Carey st

BOOTH, WALTER JOHN, Liverpool rd, Islington, Corn Merchant May 15 at 1 Bankruptcy bldgs, Carey st

BOWATER, JOSEPH, Netherton, Dudley, Worcester Licensed Victualler May 15 at 11 Off Rec, 199, Wolverhampton st, Dudley

BOWLES, JOB, Leicester, Shoehand May 15 at 12 Off Rec, 1, Berridge st, Leicester

BURRIDGE, JOSEPH KERRIDGE, Portsmouth, Fish Fryer May 16 at 4.30 Off Rec, Cambridge junction, High st, Portsmouth

COCHRANE, ARTHUR DOUGALL, Oxford st May 19 at 11 Bankruptcy bldgs, Carey st

COLLARD, HERBERT NEWMAN, ERNEST COURTNEY KENNY, and WILLIAM RALPH WILFRID KENNY, East Liss, Hants, Market Gardeners May 16 at 3 Off Rec, Cambridge junction, High st, Portsmouth

CROWSON, JAMES, Nassington, Northampton, Hawker May 19 at 11.40 Law Courts, Peterborough

EGAN, JAMES, jun. Widnes, Lancs, Boot Dealer May 17 at 12 Off Rec, 35, Victoria st, Liverpool

FOX, WILLIAM HENRY, Cinderford, Glos, General Dealer May 15 at 12 Off Rec, Station rd, Gloucester

GRIFFETT, ALFRED W, Bournemouth, Stationer May 15 at 2.30 Off Rec, Midland Bank chmbrs, High st, Southampton

HAIGH, AUGUSTINE, Mexborough, Yorks, Painter May 17 at 12 Off Rec, Figtree ln, Sheffield

HARDING, GEORGE JOHN, Bournemouth, Fishmonger May 15 at 3 Off Rec, Midland Bank chmbrs, High st, Southampton

HARLAND, GEORGE EDWARD, Bradford, Upholsterer's Clerk May 15 at 3 Off Rec, 29, Tyrrel st, Bradford

HARTT, ALBERT, Newton le Willows, Lancs, Cotton Merchant May 15 at 3 Off Rec, Byrom st, Manchester

HUNT, ROBERT, Sheffield, Builder May 17 at 1 Off Rec, Figtree ln, Sheffield

JACKSON, THOMAS, Salford, Confectioner May 13 at 11.30 Off Rec, Byrom st, Manchester

JENKINS, WILLIAM THOMAS, Cadoxton juxta Neath, Glam, Grocer May 16 at 12 Off Rec, 31, Alexandra rd, Swansea

KNEESHAW, WALTER, Leeds, Jeweller May 17 at 12 Off Rec, 22, Park row, Leeds

LEACH, WILLOUGHBY, Woolfold, Bury, Operative Dyer May 17 at 11 19, Exchange st, Bolton

MCCLUNG, JAMES THOMAS, Berwick, Manchester, Plumber May 15 at 2.30 Off Rec, Byrom st, Manchester

McKay, Henry, Stoke upon Trent, Fishmonger May 15 at 12 Off Rec, King st, Newcastle, Stafford
Marshall, Albert Isaac, Falmouth, Cornwall, Innkeeper May 13 at 10.30 Off Rec, Boscawen st, Truro
Miller, Arthur Edward, West Didsbury, Lancs, Fish Dealer May 13 at 11 Off Rec, Byrom st, Manchester
Neal, Percy, Barnby Gate, Newark upon Trent, Baker May 16 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
Pearson, Elizabeth Skelton, Pokesdown, Bournemouth, Draper May 15 at 3.30 Off Rec, Midland Bank chmbrs, High st, Southampton
Rankin, Ernest, Birkbeck Bank chmbrs, High Holborn, Commercial Traveller May 17 at 11 Bankruptcy bldgs, Carey st
Rea, Thomas, Bromyard, Hereford, Baker May 13 at 2 45, Copenhagen st, Worcester
Reynolds, William, Maidstone, Builder May 17 at 10.30 9, King st, maidstone
Richmond, Charles Ernest, Latchford, Warrington, Physician May 13 at 10 Off Rec,
Robbins, James, Walthamstow, Bill Poster May 15 at 12 Bankruptcy bldgs, Carey st
Roberts, John, Amlwch, Anglesey, Fancy Dealer May 16 at 12 Crypt chmbrs, Eastgate row, Chester
Ryan, Timothy Edward, Kensington, Liverpool, Baker May 16 at 12 Off Rec, 35, Victoria st, Liverpool
Saunders, John James, Loudwater, Bucks, Coal Merchant May 13 at 12 Bankruptcy bldgs, Carey st
Smith, Alfred George, Bedford, Coachbuilder May 18 at 4 The Lion Hotel, Bedford
Still, George, Wandsworth, Licensed Victualler May 15 at 11 Bankruptcy bldgs, Carey st
Thomas, John, Briton Ferry, Glam, Baker May 16 at 12.30 Off Rec, 31, Alexandra rd, Swansea
Turnbull, John, Newcastle on Tyne, Horse Dealer May 15 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
Walter, James Victor, Southsea, Hants, Pork Butcher May 16 at 4 Off Rec, Cambridge junc, High st, Portsmouth
Watkin, Frederick, Dallington, Northampton, Timber Merchant May 15 at 11 Off Rec, Bridge st, Northampton
Watkin, Walter William, Linslade, Bucks, Timber Merchant May 15 at 11.30 Off Rec, Bridge st, Northampton
Wood, John, Harley, Wentworth, nr Rotherham, Yorks, Farmer May 17 at 12 30 Off Rec, Figtree ln, Sheffield
Woolf, Benjamin, King st, Hammersmith, Furniture Dealer May 17 at 12 Bankruptcy bldgs, Carey st

Amended notice substituted for that published in the London Gazette of April 21:

Rowles, Edwin, Pill, Somerset, Boat Builder May 3 at 11.30 Off Rec, 26, Baldwin st, Bristol

ADJUDICATIONS.

Allen, Harry, Belvedere, Kent, Butcher Rochester Pet May 2 Ord May 2
Bird, William, Worcester, Licensed Victualler Worcester Pet May 3 Ord May 3
Birkett, Henry Arthur, Holborn, Commercial Traveller High Court Pet May 3 Ord May 3
Boxer, William Monsell, Teignmouth, Devon Exeter Pet April 13 Ord May 2
Burridge, Joseph Kerridge, Portsmouth, Hants, Fish Fryer Portsmouth Pet May 3 Ord May 3
Cheesbrough, Arthur, and Harry Cheesbrough, Allerton Bywater, nr Castleford, Yorks, Butchers Wakefield Pet May 2 Ord May 2
Collard, Herbert Newman, Ernest Courtney Kenny, and William Ralph Wilfrid Kenny, East Liss, Hants, Market Gardeners Portsmouth Pet May 2 Ord May 2
Cowling, Walter, Swinefleet, RSO, Yorks, Dock Labourer Wakefield Pet May 2 Ord May 2
Dalton, Frank, Buxton, Derby, Builder Stockport Pet May 2 Ord May 2
Eales, Kate, Cheltenham Cheltenham Pet April 29 Ord April 29
Evans, Thomas, Llanfarian, nr Aberystwyth, Cardigan, Coal Merchant Aberystwyth Pet May 2 Ord May 2
Farrar, Charles Richard, Birmingham, General Hardware Dealer Birmingham Pet May 2 Ord May 2
Fischer, Jacob, Eaton ter, Eaton sq High Court Pet March 17 Ord May 1
Fitzgerald, William, Ashton on Mersey, Cheshire, Timber Merchant Manchester Pet March 24 Ord May 1
Gumbley, Norman Joseph, Aston, Warwick, Sauce Manufacturer Birmingham Pet April 27 Ord May 1
Hargreaves, George Thomas, Barnborough, nr Doncaster, Labourer Sheffield Pet May 3 Ord May 3
Harland, George Edward, Bradford, Clerk Bradford Pet May 1 Ord May 1
Hartley, Harry, Castleford, Yorks, Miner Wakefield Pet May 1 Ord May 1
Hartt, Albert, Newton le Willows, Lancs, Cotton Merchant Manchester Pet April 18 Ord May 2
Jackson, Thomas, Salford, Lancs, Confectioner Salford Pet April 29 Ord April 29
Jeffries, John James Walter, Barrow in Furness, Labourer Barrow in Furness Pet April 29 Ord April 29
Johnson, Walter, Longsight, Manchester, Plumber Manchester Pet May 3 Ord May 3
Kneeshaw, Walter, Leeds, Jeweller Leeds Pet April 11 Ord April 29
Leach, Willoughby, Woodfold, Bury, Operative Dyer Bolton Pet May 2 Ord May 2
Littlechild, Henry, Walsoken, Norfolk, Boot Dealer King's Lynn Pet May 2 Ord May 2
McClubo, James Thomas, Beswick, Manchester, Plumber Manchester Pet April 18 Ord May 1
Mack, Frank, Angel ct, Stockbroker High Court Pet July 13 Ord April 19
Maggs, Alfred Ernest, Knowle, Bristol, Carpenter Bristol Pet May 1 Ord May 1
Miller, William Thomas, Park rd, Battersea pk High Court Pet April 3 Ord May 1
Pearson, Elizabeth Shelton, Pokesdown in Bournemouth, General Draper Poole Pet May 1 Ord May 1
Randall, Frank Ernest, Littlehampton, Sussex Brighton Pet May 3 Ord May 3
Rea, Thomas, Bromyard, Hereford, Baker Worcester Pet May 3 Ord May 3
Reynolds, William, Maidstone, Builder Maidstone Pet May 2 Ord May 2
Sheppard, Henry John, Cheltenham, Builder Cheltenham Pet April 29 Ord May 2
Slater, James Wetherall, Gt James st, Bedford row High Court Pet March 18 Ord May 1
Smith, Alfred George, Bedford, Coachbuilder Bedford Pet April 26 Ord May 3
Steele, George Henry, Longton, Butcher Stoke upon Trent Pet May 1 Ord May 1
Volland, Etienne George, Alfred pl West, Thurloe sq, South Kensington High Court Pet Feb 15 Ord May 1
Walter, James Victor, Southsea, Hants, Pork Butcher Portsmouth Pet May 3 Ord May 3
Wilson, Charles Ernest, Birmingham, Warwick, Baker Birmingham Pet April 20 Ord May 1

London Gazette.—Tuesday, May 9.

RECEIVING ORDERS.

Akers, John, Acomb, Yorks, Grocer York Pet May 6 Ord May 6
Cranmer, Edward, Wallington Croydon Pet May 4 Ord May 4
Cussans, George William, Liverpool, Hay Dealer Liverpool Pet April 26 Ord May 4
Davies, Gomer, Ferryside, Carmarthen, Commercial Traveller Carmarthen Pet May 5 Ord May 5
Delahoy, Isaac Wantney, Beckenham, Dairyman Croydon Pet May 6 Ord May 6
Falke, Montague, Wigmore st High Court Pet April 10 Ord May 5
Gascoyne, James, Malton, Yorks, Tailor Scarborough Pet May 5 Ord May 5
George, Edwin, Thornaby on Tees, Yorks, Pawnbroker's Assistant Stockton on Tees Pet May 4 Ord May 4
Gibson, Thomas, Rotherham, Yorks, Grocer Sheffield Pet May 5 Ord May 5
Green, Frederick, Coalville Leicester Pet May 4 Ord May 4
Gregory, James Wilson, sen, Gt Grimsby Gt Grimsby Pet May 4 Ord May 4
Griffiths, Joan, Abbott rd, Poplar Grocer High Court Pet May 6 Ord May 6
Harvey, Thomas, Pensnett, Staffs, Charter Master Stourbridge Pet May 3 Ord May 3
Harwood, James, Darwen, Lancs, Picture Framer Blackburn Pet May 4 Ord May 4
Hoddinott, Ernest John, Milton, Hants, Carpenter Southampton Pet May 5 Ord May 5
Hotchin, John Charles, South Shields, Grocer Newcastle on Tyne Pet May 4 Ord May 4
Howells, Mary Ann, Morriston, Swansea, Licensed Victualler Swansea Pet May 4 Ord May 4
Hurran, W H, Sun st, Finsbury, Publican High Court Pet April 17 Ord May 5
Jefferies, William Seymour, Richmond, Commercial Traveller Wandsworth Pet May 6 Ord May 6
Jones, John, Eccles, Lancs Salford Pet May 4 Ord May 6
Layland, John Rigby, Docking, Norfolk, Workhouse Master Norwich Pet May 5 Ord May 5
Lloyd, George Fieldhouse, Sandy, Beds, Dentist Bedford Pet May 5 Ord May 5
Lowe, Thomas, Wordsley, Staffs, Grocer Stourbridge Pet May 1 Ord May 1
Macdonald, Kathleen Ada, Eton, Photographer Windsor Pet May 4 Ord May 4
Mitchell, Herbert, Cheadle Hulme, Cheshire, Agent Stockport Pet April 7 Ord May 4
Morris, James Thomas, Maindee, Newport, Mon, Builder Newport, Mon Pet May 5 Ord May 5
Nelson, Charles Lucius, Seven Kings, Essex, General Carrier High Court Pet May 5 Ord May 5
Organ, Charles, Swansea Swansea Pet April 12 Ord May 5
Rees, John Melbourne, Redhill, Surrey, Chemist Croydon Pet May 5 Ord May 5
Richardson, Frederick William, Ramsey, Hunts, Wheelwright Peterborough Pet May 5 Ord May 5
Scholefield, James, Halifax, Fish Salesman Halifax Pet May 4 Ord May 4
Smith, Alfred, Sunderland, Durham, Grocer Sunderland Pet May 4 Ord May 4
Thompson, Bridget, and William Thompson, Wheyrigg, Wigton, Cumberland, Farmers Carlisle Pet May 6 Ord May 6
Tragheim, Nicolai, and Baron Tragheim, Manchester, Lace Merchants Manchester Pet May 6 Ord May 6
Vaughan, Thomas Meredith, Craven ter, Hyde Park, Builder High Court Pet May 4 Ord May 4
Walker, Frederick Vincent, Bromfield rd, Clapham, Dentist High Court Pet March 28 Ord May 4
Walton, George James, Bradford, Painter Bradford Pet May 6 Ord May 6
Wellman, Archibald, Weymouth, Fruiterer Dorchester Pet May 5 Ord May 5
White, Augustus, and Henry John Harris, Belvedere, Coal Merchants Rochester Pet May 5 Ord May 5
Widgery, George John, Ashley Down, Bristol, Commission Agent Bristol Pet May 5 Ord May 5
Wilkinson, Alfred Edward Stephen, Norwich, Commercial Traveller Norwich Pet May 6 Ord May 6

FIRST MEETINGS.

Akers, John, Acomb, Yorks, Grocer May 22 at 3 Off Rec, The Red House, Duncombe pl, York
Berry, John James, Hale, Altrincham, Builder May 17 at 3 Off Rec, Byrom st, Manchester
Bickel, Richard, Cardiff May 17 at 11 117, St Mary st, Cardiff
Bird, William, Worcester, Licensed Victualler May 17 at 11.30 45, Copenhagen st, Worcester
Birkett, Henry Arthur, Holborn, Commercial Traveller May 19 at 1 Bankruptcy bldgs, Carey st
Boardman, Edward, Bristol, Grocer May 17 at 12 Off Rec, 26, Baldwin st, Bristol
Cheesbrough, Arthur, and Harry Cheesbrough, Allerton Bywater, nr Castleford, Yorks, Butchers May 22 at 11 Off Rec, 6, Bond ter, Wakefield
Cowling, Walter, Swinefleet, RSO, Yorks, Dock Labourer May 18 at 11 Off Rec, 6, Bond ter, Wakefield
Cussans, George William, Liverpool, Hay Dealer May 17 at 2 30 Off Rec, 35, Victoria st, Liverpool
Dawson, George Robert, Withern, Lincs, Farmer's Assistant May 17 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby
Eales, Emily, Cheltenham May 20 at 3.15 County Court bldgs, Cheltenham
Eales, Kate, Cheltenham May 20 at 3.30 County Court bldgs, Cheltenham
Eales, Lucy, Cheltenham May 20 at 3.45 County Court bldgs, Cheltenham
Falke, Montague, Wigmore st May 19 at 12 Bankruptcy bldgs, Carey st
Gale, Arthur, Fleet, Southampton, Builder May 18 at 12.30 24, Railway app, London Bridge
Gumbley, Norman Joseph, Aston, Warwick, Sauce Manufacturer May 19 at 11 191, Corporation st, Birmingham
Hannaford, J S, Mutley, Plymouth, Devon, Builder May 18 at 11 Off Rec, 6, Athenæum ter, Plymouth
Hargreaves, George Thomas, Barnborough, nr Doncaster, Labourer May 18 at 12 Off Rec, Figtree ln, Sheffield
Harris, Arthur John, Bristol, Glass Dealer May 17 at 12.15 Off Rec, 26, Baldwin st, Bristol
Hartley, Harry, Castleford, Yorks, Miner May 17 at 11 Off Rec, 6, Bond ter, Wakefield
Ingram, George Henry, Gravelly Hill, Birmingham, Commission Agent May 19 at 12 191, Corporation st, Birmingham
Johnson, Walter, Longsight, Manchester, Plumber May 17 at 3.30 Off Rec, Byrom st, Manchester
Lander, Walter Elliot, Birmingham, Photographic Artist May 17 at 11 191, Corporation st, Birmingham
Layland, John Rigby, Docking, Norfolk, Workhouse Master May 17 at 1 Off Rec, 8, King st, Norwich
Maggs, Alfred Ernest, Knowle, Bristol May 17 at 11.30 Off Rec 26, Baldwin st, Bristol
Nichols, Robert Dunthorpe, Swaffham, Norfolk, Boot Dealer May 18 at 12.30 Off Rec, 8, King st, Norwich
Organ, Charles, Swansea May 19 at 2 30 Off Rec, 31, Alexandra rd, Swansea
Parkin, Thomas, Bongate, Appleby, Westmorland, Labourer May 17 at 10.45 Commercial Hotel, Kendal
Randall, Frank Ernest, Littlehampton May 18 at 10.45 Off Rec, 4, Pavilion bldgs, Brighton
Samuel, Edward, Cwrau, Maesteg, Collier May 18 at 3 117, St Mary st, Cardiff
Sharland, James, Stairfoot, nr Barnsley, Wagon Repairer May 17 at 10.30 Off Rec, 7, Regent st, Barnsley
Smith, Fred Augustus Foizby, Chew Magna, Somerset, Baker May 17 at 11.45 Off Rec, 26, Baldwin st, Bristol
Snowden, Charles Dare, Hythe, Kent May 18 at 9.30 Off Rec, 68, Castle st, Canterbury

VAUGHAN, THOMAS MEREDITH, Craven ter, Hyde Park, Builder May 18 at 12 Bankruptcy bldgs, Carey st
VELLE, BENJAMIN, Oldham, Furniture Dealer's Assistant May 17 at 2.30 Off Rec, Byrom st, Manchester
WIDGERY, GEORGE JOHN, Ashley Down, Bristol, Commission Agent May 17 at 12.30 Off Rec, 26, Baldwin st, Bristol
WILSON, ARTHUR, Ainsdale, Lancs, Tinplate Worker May 17 at 12.30 Off Rec, 35, Victoria st, Liverpool
WRIGHT, WALTER, Shirley, Warwick, Engineer May 17 at 12 191, Corporation st, Birmingham

ADJUDICATIONS.

AMERS, JOHN, Acomb, Yorks, Grocer York Pet May 6 Ord May 6
BENNETT, THOMAS HENRY, Little Britain, Shirt Manufacturer High Court Pet March 23 Ord May 2
CASH, EMILY, Birmingham, Dressmaker Birmingham Pet April 29 Ord May 4
COMPSON, JAMES, Edgware rd High Court Pet April 27 Ord May 4
COOK, ALFRED RANKIN, Long Stratton, Norfolk, Builder Ipswich Pet April 6 Ord May 4
CUSSANS, GEORGE WILLIAM, Liverpool, Hay Dealer Liverpool Pet April 26 Ord May 5
DAVIES, GOMER, Ferryside, Carmarthen, Commercial Traveller Carmarthen Pet May 5 Ord May 5
DAWSON, W, Crewe, Saddler Crewe Pet Feb 28 Ord May 3
GASCOYNE, JAMES, Malton, Yorks, Tailor Scarborough Pet May 5 Ord May 5
GEORGE, EDWIN, Thornaby on Tees, Pawnbroker's Assistant Stockton on Tees Pet May 4 Ord May 4
GIBSON, THOMAS, Rotherham, Yorks, Grocer Sheffield Pet May 5 Ord May 5
GLADMAN, JAMES CHARLES EUSTACE, Warwick st, Pimlico, Hosier High Court Pet April 6 Ord May 6
GREEN, FREDERICK, Coalville Leicester Pet May 4 Ord May 4
GREGORY, JAMES WILSON, son, Gt Grimsby Gt Grimsby Pet May 4 Ord May 4
GRIFFITHS, JOHN, Abbott rd, Poplar, Grocer High Court Pet May 6 Ord May 6
HARVEY, THOMAS, Pensnett, Staffs, Charter Master Stourbridge Pet May 3 Ord May 3
HARWOOD, JAMES, Darwen, Lancs, Picture Framer Blackburn Pet May 4 Ord May 4
HEARD, WILLIAM AUGUSTUS, Harford st, Mile End High Court Pet March 17 Ord May 5
HESS, HENRY, Guildhall chmbrs, Journalist High Court Pet Dec 13 Ord May 5
HODDINOTT, ERNEST JOHN, Milton, Hants, Carpenter Southampton Pet May 5 Ord May 5
HOTCHIN, JOHN CHARLES, South Shields, Grocer Newcastle on Tyne Pet May 4 Ord May 4
HOWELLS, MARY ANN, Morriston, Swansea. Licensed Victualler Swansea Pet May 4 Ord May 4
LAYLAND, JOHN RIGBY, Docking, Norfolk, Workhouse Master Norwich Pet May 5 Ord May 5
LEVY, RALPH H, Hyde Park pl High Court Pet Feb 28 Ord April 27
LLOYD, GEORGE FIELDHOUSE, Sandy, Beds, Dentist Bedford Pet May 5 Ord May 5
LOWE, THOMAS, Wordsley, Staffs, Grocer Stourbridge Pet May 1 Ord May 1
MARTIN, JAMES WILSON, Liverpool, Machinery Broker Liverpool Pet April 10 Ord May 5
MORRIS, JAMES THOMAS, Maindee, Newport, Builder Newport, Mon Pet May 5 Ord May 5
RICHARDSON, FREDERICK WILLIAM, Ramsey, Hunts, Wheelwright Peterborough Pet May 5 Ord May 5
SCHOLEFIELD, JAMES, Halifax, Fish Salesman Halifax Pet May 4 Ord May 4
SMITH, ALFRED, Sunderland, Grocer Sunderland Pet May 4 Ord May 4
SMITH, EDWARD, Purslow, Clunbury, Salop, Innkeeper Leominster Pet April 8 Ord May 5
SMITH, FRED AUGUSTUS FOIZEY, Chew Magna, Somerset, Baker Wells Pet May 3 Ord May 5
SOLOMONS, JOSEPH, Salmon in, Limehouse, Toy Dealer High Court Pet April 1 Ord May 5
TRAGHEIM, NICOLAI, and BARON TRAGHEIM, Manchester, Trimming Merchants Manchester Pet May 6 Ord May 6
VAUGHAN, THOMAS MEREDITH, Craven ter, Hyde Park, Builder High Court Pet May 4 Ord May 4
WALTON, GEORGE JAMES, Bradford, Painter Bradford Pet May 6 Ord May 6
WELLMAN, ARCHIBALD, Weymouth, Fruiterer Dorchester Pet May 5 Ord May 5
WHITE, AUGUSTUS, and HENRY JOHN HARRIS, Belvedere, Coal Merchants Rochester Pet May 5 Ord May 5
WILKINSON, ALFRED EDWARD STEPHEN, Norwich, Commercial Traveller Norwich Pet May 6 Ord May 6
WOLLEY, CHARLES RICHARD, Shelderton, Clungunford, Salop, Farmer Leominster Pet April 8 Ord May 6
WOODROOF, WALTER JAMES, Foster ln, Ladies' Tie Manufacturer High Court Pet April 13 Ord May 4
Amended notices substituted for those published in the London Gazette of April 25:
AYERS, SAMUEL LANG, St Budeaux, Devonport, Signwriter Plymouth Pet April 20 Ord April 20
BAYCE, GEORGE, Aldershot, Agent Guildford Pet April 8 Ord April 20

THEATRES.

AVENUE.
THIS EVENING, at 9, JASPER BRIGHT: Messrs. Henri de Vries, Louis Goodrich, Evelyn Vernon, Charles Troode, Harvey Long, G. Frecar, A. B. Tryer; Mmes. Pattie Bell, Dorothy Drake, Dora Barton, Marie Daltra, Rita Jolivet, Dora Glennie. At 8.15, A "MODEL" OF PROPRIETY: Mr. Harry Lambart, Miss Seymour Hodges, Miss Florence Hyde.

COMEDY.
THIS EVENING, at 9, THE DICTATOR: Mr. William Collier, Messrs. Edward S. Abeles, John Barrymore, Norman McKinnel, George Nash, McGrath, West, Royce, Eagan; Misses Marie Doro, Grace Hadsall, L. Waldegrave, L. Allen. At 8.30, THE PHILOSOPHER IN THE APPLE ORCHARD.

COURT.
Vedrenne-Barker Season.
THIS EVENING, at 8.15, JOHN BULL'S OTHER ISLAND: Messrs. Louis Calvert, J. D. Beveridge, C. M. Hallard, A. G. Poulton, N. Playfair, N. Page, F. Cremlin, Wilfred Shine, E. Gwenn, Granville Barker; Mesdames Agnes Thomas, Lillah McCarthy.

DRURY LANE.
Managing Director, Arthur Collins.
THIS EVENING, at 8, BECKET: Becket (Chancellor and Archbishop), Henry Irving; Mr. Gerald Lawrence, Mr. H. B. Stanford, Mr. James Hearn, Mr. Frank Tyars, Mr. William Lugg, Mr. Lionel Belmore, Mr. Charles Dodsworth, Mr. T. Reynolds, Mr Vincent Sternroyd; Miss Maud Fealy, Mrs. Cecil Raleigh, Miss Grace Hampton.

DUKE OF YORK'S.
Sole Lessee and Manager, Charles Frohman.
THIS EVENING, at 8.25 sharp, PANTALOON, by J. M. Barrie: Mr. Gerald du Maurier, Mr. Willie Warde, Mr. A. W. Baskcomb; Miss Pauline Chase, Miss Ela Q. May. Followed by ALICE SIT-BY-THE-FIRE, by J. M. Barrie: Miss Irene Vanbrugh, Miss Hilda Trevelyan, Miss Lettice Fairfax, Miss Dora Hole, Miss Edith Craig; Mr. C. Aubrey Smith, Mr. A. E. Matthews, Mr. Kenneth Douglas, and Miss Ellen Terry.

GREAT QUEEN STREET.
THIS EVENING, at 8.15, THE SILENT WOMAN, by Ben Jonson: Messrs. Michael Sherbrooke, Ashton Pearse, W. H. Kemble, Arthur Goodsall, George Ingleton, Milton Rosmer, Cyril Cattley, J. Twyford, R. Milsted; Miss Ada Potter, Miss Violet Bazalgette, Miss Sime Seruya, Miss Inglis, Miss Stuart.

HIS MAJESTY'S.
THIS EVENING, at 8.15, TWELFTH NIGHT: Mr. Tree, Mr. Norman Forbes, Mr. Eardley Turner, Mr. Charles Bibby, Mr. Julian L'Estrange, M. J. Fisher White, Mr. S. A. Cookson, Mr. Reginald Owen, Mr. S. Yates Southgate, Mr. Basil H. Watt, Mr. Francis Chamier, Mr. Cecil Rose, Mr. Alfred Gray, Miss Nancy Price, Miss Cicely Richards, Miss Viola Tree.

IMPERIAL.
THIS EVENING at 8.0, ROMEO AND JULIET: Mr. Lewis Waller, Mr H. V. Esmond, Mr. A. E. George, Mr. Frank Dyall, Mr. Thomas Kingston, Mr. Arthur Lewis, Mr. Owen Roughwood, Mr. William Calvert, Mr. Eric Scott, Mr. T. Reslewood, Mr. H. Tripp Edgar, Mr. J. Byron, Mr. C. McGuinness, Mr. J. H. Irvine; Miss Mary Rorke, Miss Helen Leyton, Miss Mary Lewis, Miss Kate Ruskin, and Miss Evelyn Millard.